



Buildmark Choice

Your warranty and insurance cover

Applies to newly built and converted rental properties registered with NHBC from 1 April 2018



Raising Standards. Protecting Homeowners



How to contact us



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(Monday to Friday 8.30am to 5.30pm)



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claims@nhbc.co.uk

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Introduction

Buildmark Choice is specially designed for landlords of newly built, converted and renovated homes which are rented out and provides varying levels of protection for up to 10 years (or 12 years if you chose to extend the period of cover at the time of the quotation). It is not suitable for homes which are for outright sale. If you require cover for these homes or if the ownership of an individual home, or the development, changes at any point during the duration of the policy, please contact us.

We (National House-Building Council, also known as NHBC) and the contractor who built or converted the homes provide Buildmark Choice.

This document contains the terms and conditions of Buildmark Choice. It is a legal agreement between you, the contractor and us.

We recommend that you read this document, as it will give you the information you need to help you understand what protection you have. Protection provided by Buildmark Choice may differ from responsibilities under your lease agreement for maintenance and repair.

If you are not sure about anything in this document, you can contact us for help. Our contact details are on the inside front cover of this booklet.

How Buildmark Choice protects you

Buildmark Choice helps protect you against certain problems with the home(s) and the land resulting from the contractor failing to meet the NHBC requirements.

Buildmark Choice also includes a range of options to extend the cover as follows:

- Option 1 - Insolvency cover before practical completion.
- Option 2 - Professional fees.
- Option 3 - Extended period of cover.

These options are explained on pages 15-16. The Buildmark Choice certificate will show if these options apply.

The protection under Parts B-E and Options 2 and 3 (if selected) will only come into force if we issue a Buildmark Choice confirmation and is limited to the cover described in this document. In particular:

- there are some things that are not our responsibility, as explained on page 18;
- there are limits to how much we will pay, as explained on page 17; and
- an excess applies to part C - Home damage cover, as explained on page 11.

Some or all of the protection may be used up, as explained on page 17.

Buildmark Choice does not protect you against things such as loss or damage to the home(s) or contents resulting from fire, flood, storms, theft or accidental damage. Separate insurance should be obtained for these things.

NHBC requirements

All contractors registered with us must meet the NHBC requirements. These are contained in the NHBC Standards we publish, which are available on our website. Or you can contact us for a free copy.

We aim to inspect the homes at key stages while they are being built. If we are satisfied with the standard of work we see during our inspections, we will issue a Buildmark Choice confirmation of cover to the contractor when we think a home is completed to meet the NHBC requirements. We will also issue a Buildmark Choice certificate to you.

The NHBC Standards include supporting guidance and performance standards. If we need to refer to these when we are dealing with a claim under Buildmark Choice, we will refer to the NHBC Standards that applied when the contractor was building your home(s).

Making a claim

What you need to do

NHBC will only accept claim notifications from the landlord. If occupiers are the first to be aware of the potential claim, they should notify the landlord.

Each section of cover explains what you need to do to make a claim.

In addition, you need to take all reasonable steps to minimise loss and damage to the home(s).

If we or the contractor ask you to, you must:

- arrange access to the home(s) and the land during normal working hours to carry out investigations and work
- get permission to access neighbouring land and get any other permission needed to allow investigations and work; and
- give any information and help that is reasonably needed.

We may ask you to carry out some initial investigations. For example, we may ask you to:

- send us photographs of the problem; and
- send us a report about the problem, confirming its cause. For example, for a blocked drain, we may ask you to get a report from a drainage specialist or, for a problem with a gas flue, we may ask you to get a report from a registered heating engineer. If we accept your claim, we will refund your reasonable expenses of providing the report.

If you have difficulty doing these things, contact us and we will try to help.

Never do anything that might put you or someone else in danger.

How we calculate what we have to pay

Following our investigations, if we accept a claim, we will calculate the amount we will pay based on the amount it will cost us to have the work done. However, we will not:

- pay more than a reasonable amount
- pay to replace an undamaged item simply because it does not match a replacement item provided under Buildmark Choice
- be responsible for costs resulting from your unreasonable delay in making a claim.

All claims payments will be made to the policyholder. No payments will be made to occupiers.

Meanings of key words and phrases

Certain words or phrases used throughout this document have a specific meaning, as summarised below.

building, builds, built	Includes newly built, newly converted or renovated homes.
Building Regulations	Regulations made under the Building Act 1984, The Welsh Ministers (Transfer of Functions) (No. 2) Order 2009, the Building (Scotland) Act 2003, the Building Regulations (Northern Ireland) Order 1979 or similar legislation that applies to the construction of your home.
Buildmark Choice certificate	The certificate we issue to the first owner of the development to confirm it, and the home(s), are protected by Buildmark Choice.
Buildmark Choice confirmation of cover	The document we issue to the contractor to confirm we are willing to provide the full protection of Buildmark Choice.
continuous structure	A structure containing two or more homes. For example, we would treat a terrace of houses as one continuous structure, but we would treat two apartment blocks joined by a bridge, walkway or an underground car park as two continuous structures.
contract	The contract (or, in Scotland, missive) between the contractor and the first owner of the development to buy from the contractor, or for the contractor to build, the home(s) referred to on the Buildmark Choice certificate.
contractor	The person, firm or company responsible for building the home(s), being an NHBC registered builder or developer and being identified as the contractor on the Buildmark Choice certificate for the home(s).
contractor repair warranty period	The two years from the cover start date on the Buildmark Choice certificate.
development	<p>A home or group of homes newly built under the building contract. This includes:</p> <ol style="list-style-type: none"> the drainage system for which you are responsible, including existing drains if these have been tested and certified under the building contract; and paths, driveways and car-parking areas which were newly built at the date of the Buildmark Choice certificate and are not covered by statutory agreements saying that they will be adopted by a public authority and which are, or will be, the owner's responsibility. <p>It does not include open spaces, hard and soft landscaping or planting.</p>
excess	The amount you must contribute towards any claim and below which we have no liability.
home(s)	<p>The property referred to on the Buildmark Choice certificate, together with any of the following which are sold or provided under the contract:</p> <ol style="list-style-type: none"> The shared parts. The parts of the plumbing and drainage system serving the property, which the owner is responsible for. The garages, permanent outbuildings, retaining walls and boundary walls. The external handrails and balustrades, paths, driveways, gardens and paved areas that were newly built by the contractor at the date of the Buildmark Choice certificate. The electrical fixed-wiring and fixed-lighting system, heating system, air-conditioning system, smoke alarms, waste-disposal unit, water-softening equipment, and any other mechanical and electrical equipment needed to meet the Building Regulations that was newly installed in the home by the contractor at the date of the Buildmark Choice certificate and is only for the benefit of the home.

Meanings of key words and phrases

insolvent	<p>The contractor is insolvent if they:</p> <ul style="list-style-type: none"> ■ are declared bankrupt (or, in Scotland, sequestrated); ■ are in liquidation; ■ have had an administrator appointed; ■ have had an administrative receiver or a receiver or manager appointed over any or all of their property, assets or business undertakings; ■ are the subject of any other insolvency procedure or have a judicial factor appointed to their business; or ■ have, in our opinion, stopped trading.
land	The ground that surrounds and supports the home(s) and was sold with the home(s) to the first owner under the contract.
load-bearing floors	The structural parts of the floors in the main structure, but not including the floor coverings (such as floor tiles) and their fixings (for example, grout and adhesive).
main structure	<p>The following parts of the home(s):</p> <ul style="list-style-type: none"> ■ A house, flat or maisonette. ■ In the case of a flat or maisonette, the structure of the building the home is in. ■ The garages and permanent outbuildings.
NHBC, we, us, our	National House-Building Council, incorporated and registered in England and Wales with company number 00320784. Registered office: NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP.
NHBC requirements	<p>R1, R2, R3, R4 and R5 of the mandatory NHBC technical requirements contained in the NHBC Standards, which are as follows (as taken from the NHBC Standards):</p> <ul style="list-style-type: none"> ■ R1. Work shall comply with all relevant Building Regulations and other statutory requirements relating to the completed construction work. Please note this does not include statutory requirements for planning permission which are not covered by the NHBC Standards. ■ R2. Design and specification shall provide satisfactory performance. ■ R3. All materials, products and building systems shall be suitable for their intended purpose. ■ R4. All work shall be carried out in a proper, neat and workmanlike manner. ■ R5. Structural design shall be carried out by suitably qualified persons in accordance with British Standards and Codes of Practice. <p>The NHBC Standards include supporting guidance and performance standards. If we need to refer to these when we are dealing with a claim under Buildmark Choice, we will refer to the NHBC Standards that applied when the contractor was building the home(s).</p>
occupier	The tenant, shared owner or any other lessee.
owner, you, your, landlord, policyholder	The first owner that entered into the contract or, where this applies, any mortgage provider or heritable creditor who has taken possession of the development.

Meanings of key words and phrases

quotation	The form containing: <ul style="list-style-type: none"> a. the offer of cover under Buildmark Choice; and b. the conditions to which that offer is subject.
resolution report	A written report we issue as part of the resolution service.
resolution service	The service we provide to decide what work the contractor must do to meet their responsibilities under Buildmark Choice.
shared parts (also known as common parts)	<p>The following parts of the development, when you share with other people the responsibility to contribute towards the cost of repair and that responsibility came with the home.</p> <ul style="list-style-type: none"> ■ In the case of a flat or maisonette, the structure of the building the home is in. ■ The drainage system serving the home. ■ The garages, permanent outbuildings, retaining walls and boundary walls. ■ The external handrails and balustrades, paths, driveways, gardens and paved areas that were newly built by the contractor at the date of the Buildmark Choice certificate. <p>The shared parts do not include any heating system or its parts shared by more than one home.</p>
statutory notice	<p>A notice served by an enforcement body under:</p> <ul style="list-style-type: none"> ■ part II(A) of the Environmental Protection Act 1990 or part III of the Waste and Contaminated Land Northern Ireland) Order 1997; ■ any equivalent law of the Isle of Man; or ■ any legislation which amends or replaces any of the legislation above and which requires you to take action to put right contamination.

Part A - Contractor's warranty

1. The contractor warrants to the owner that the development has been, or will be, built:
 - a. substantially in accordance with the NHBC requirements; and
 - b. in an efficient and workmanlike manner, of proper materials and, in the case of residential home(s), so as to be fit for habitation.
2. If the contract requires the contractor to provide the detailed design or requires the contractor to approve and adopt as their own a detailed design, prepared by or on behalf of the first owner of the development, the contractor warrants that:
 - a. they have used their best endeavours to ensure that the design will enable them to meet the NHBC requirements and, in particular, that they have, where necessary, obtained advice from suitably qualified persons; and
 - b. where the design would result in workmanship or the use of materials that would not meet the NHBC requirements, they have promptly notified the first owner of the development and us of that fact in writing and we have acknowledged our acceptance in writing.

Note

Rights in respect of these warranties are in addition to any other rights under Buildmark Choice.

Part B - Contractor repair warranty, our resolution service and our guarantee

What you are covered for

This section applies if the contractor failed to meet the NHBC requirements when building the home(s) and you tell them about it or any resulting damage.

When you can claim

You can only claim under the contractor repair warranty (as described below) during the contractor repair warranty period. This is two years from the cover start date on the Buildmark Choice certificate for each home, except for shared parts, which is three years from the cover start date on the first Buildmark Choice certificate.

Once told about a problem during the contractor repair warranty period, the contractor remains responsible for dealing with it even after this period ends. You can also claim under the NHBC guarantee (as described on page 10) even after this period ends.

Who to contact

First contact the contractor and tell them if you think they failed to meet the NHBC requirements when building the home(s).

You must do this as soon as you reasonably can. We recommend that you do this by email or letter and that you keep a detailed record of what you said, as well as when and who you wrote or spoke to. If, after contacting the contractor, they do not put things right, contact us and:

1. we will offer to provide our resolution service and investigate the claim; and
2. if the contractor still does not put things right after the resolution service says they should, you are protected by the NHBC guarantee.

What the contractor must do

If you tell the contractor about a problem during the contractor repair warranty period, the contractor must put right their failure to meet the NHBC requirements within a reasonable period.

This includes:

- repairing physical damage to the home(s) resulting from their failure;
- taking action to treat, isolate or remove contamination from the land in line with any statutory notice that applies, or improve the condition of the land to prevent a statutory notice from being issued; and
- paying for the reasonable cost, by prior arrangement with the contractor, of removal and storage of possessions, loss of rent and for alternative accommodation, if anyone normally living in the home has to move out so that work can be done.

Part B - continued

What we will do

If, after you contact the contractor, they do not put things right, please contact us.

- We will offer to provide our free resolution service.
- If the contractor still does not put things right after the resolution service or a court judgement says they should, you are protected by the NHBC guarantee.
- When you tell them about a problem during the contractor repair warranty period, the contractor remains responsible for dealing with it even after that period ends. You can also claim under the NHBC guarantee.

Our resolution service

The resolution service is designed to help resolve disputes that may arise between you and your contractor about what work needs to be done by the contractor to meet their responsibilities under Part B of Buildmark Choice (see 'What the contractor must do' on page 9).

If you agree to us providing our resolution service, we will contact the contractor about the problems you reported to us.

If the contractor still does not resolve these problems to your satisfaction and you tell us, we will investigate and then tell you and the contractor in a written resolution report what work, if any, the contractor must do to meet their responsibilities under Part B of Buildmark Choice.

If you accept our findings, you must allow the contractor reasonable access to the home(s) (on weekdays, during their normal working hours) to complete the required work.

If the contractor has not met their responsibilities under Part B of Buildmark Choice a resolution report will confirm that they must undertake work to ensure they do so, but it will not describe the work in detail.

If the contractor is unable to meet the timescales we set, they must let us know and we will consider whether we can give them more time.

Our guarantee

You are protected by the NHBC guarantee for what we (in a resolution report) or a court (in a judgment or, in Scotland, a decree) decide the contractor should have done to fulfil their responsibilities under Part B of Buildmark Choice.

If the contractor does not fulfil their responsibilities under Part B of Buildmark Choice we will do so on their behalf or, alternatively, if we choose to, we will pay you what it would cost us to have the work done.

What is not covered under this section - conditions and exclusions

A resolution report is binding on the contractor but not on you.

If the contractor does not meet their responsibilities, you may choose to take them to court if you disagree with the decision in our resolution report or if you choose not to use the resolution service. If you do begin a court case, the NHBC guarantee only applies to the decisions about the contractor's responsibilities made in a judgement (or, in Scotland, a decree) against the contractor in the courts of the United Kingdom or the Isle of Man, if the court has given the judgement or decree after considering the merits of your claim.

Our resolution service can only help with disputes about the contractor's responsibilities under Part B of Buildmark Choice. If you don't accept the report in full, it may be necessary to consider an alternative method of dispute resolution. We cannot help with other matters such as disputes over boundaries, planning and contractual and financial matters.

You cannot claim for something under the NHBC guarantee if you can claim for it under Option 1 (see page 15) or if you could have done when you first knew about it.

Part C - Home damage cover

What you are covered for

This section applies if there is physical damage to the home(s) because the contractor failed to build the following parts of the home(s) to meet the NHBC requirements:

- Foundations, walls, external cladding, curtain walling, external render, external vertical tile hanging, roofs, ceilings, balconies, load-bearing floors, flues, chimneys and access steps to the main structure.
- Staircases, floor decking (for example, floor boards) and screeds (for example, a cement-based top layer applied to the structural floor) to the inside of the main structure, if they fail to support normal loads.
- Retaining walls, if they are necessary for the main structure to be stable.
- Double- or triple-glazing panes to outside windows and outside doors in the main structure, if these are newly installed at the date of the Buildmark Choice certificate.
- Drainage below the ground, if you are responsible for it.

When you can claim

You can claim under this section during the eight years (or 10 years if you have chosen to extend the cover) after the contractor repair warranty period ends.

Who to contact

You should contact us and tell us if you think there is physical damage to the home(s).

What we will do

We will investigate the claim. If the claim is valid, we will take responsibility for having the work done to put right the physical damage to the home(s), if the cost to us is above the excess.

Or, if we choose to, we will pay you what it would cost us to have the work done, less the excess amount applicable.

We will also pay for the reasonable cost to us of removal and storage of possessions, loss of rent and alternative accommodation if anyone normally living in the home(s) has to move out so that work can be done.

Part C - continued

What is not covered under this section - conditions and exclusions

You cannot claim for the following:

- Damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless the damage results in water getting into the home(s).
- Cracking, spalling (a chip, fragment or flake of masonry coming off the main structure), or mortar erosion that does not damage the structural stability of the home(s) or mean that it is no longer weathertight.
- Water entering, or dampness or condensation in, an underground garage, where its structural stability is not affected.
- The transmission of sound into, within or from the home(s).
- Damage which only affects floor coverings (such as tiling, laminate flooring and wooden flooring), including any fixing material, such as adhesive or grout.
- Changes in the colour or texture of, or staining to, external finishes.
- Replacing solar roof tiles or panels just because they do not produce heat or electricity.

You cannot claim for something under this section if you can claim for it under Part B or Option 1 (see pages 9 and 15), or if you could have done when you first knew about it.

There are limits to how much we will pay, as explained on page 17.

There are some things that are not our responsibility, as explained on page 18.

Part D - Insurance for contaminated land

What you are covered for

This section protects you if you receive a statutory notice for the land or a statutory notice could be issued because of the condition of the land.

When you can claim

You can claim under this option during the eight years after the contractor repair warranty period ends.

Who to contact

Contact us and tell us if you receive a statutory notice for the land or you think the condition of the land means that a statutory notice could be issued.

What we will do

We will take responsibility for having the work done to treat, isolate or remove contamination from the land in line with the statutory notice you have received or, if you have not received one, so that the condition of the land improves to prevent a statutory notice being issued.

Or, if we choose to, we will pay you what it would cost us to have the work done.

We will also pay for the reasonable cost to us of removal and storage of possessions, loss of rent and alternative accommodation if anyone normally living in the home(s) has to move out so that work can be done.

What is not covered under this section - conditions and exclusions

You can claim only if there was contamination on or in the land at the date of the Buildmark Choice certificate and its presence then could have resulted in a statutory notice being issued under legislation or official guidance in force at the time.

You cannot claim for something under this section if you can claim for it under parts B, C, E, or Option 1, or if you could have done when you first knew about it.

There are limits to how much we will pay, as explained on page 17.

There are some things that are not our responsibility, as explained on page 18.

Part E - Insurance for Building Regulations

This section will only apply if we provided the building control service for the home(s). If we did, this will be stated on the Buildmark Choice certificate.

Building control is the process of helping builders make sure that they meet the Building Regulations set by the Government. By law either a local authority or a private-sector 'approved inspector', licensed by the Construction Industry Council, must provide building control services.

What you are covered for

This section applies if there is an imminent danger to physical health or safety because the contractor failed to meet the following Building Regulations when building the main structure of the home(s):

- Part A - Structure.
- Part B - Fire safety.
- Part C - Site preparation and resistance to contaminants and moisture.
- Part J - Combustion appliances and fuel storage systems.
- Part K - Protection from falling, collision and impact (England and Wales versions).
- Part N - Glazing - Safety in relation to impact, opening and cleaning (Wales only).

When you can claim

You can claim under this section during the eight years after the contractor repair warranty period ends.

Who to contact

Contact us and tell us if you think there is an imminent danger to physical health or safety.

What we will do

We will take responsibility for having the work done to meet Building Regulations.

Or, if we choose to, we will pay you what it would cost us to have the work done.

We will also pay for the reasonable cost to us of removal and storage of possessions, loss of rent and alternative accommodation if anyone normally living in the home(s) has to move out so that work can be done.

What is not covered under this section - conditions and exclusions

You cannot claim for something under this section if you can claim for it under parts B, C, or Option 1, or if you could have done when you first knew about it.

There are limits to how much we will pay, as explained on page 17.

There are some things that are not our responsibility, as explained on page 18.

Option 1 - Insolvency cover before practical completion

What you are covered for

This section applies if you lose any amount properly paid to the contractor in accordance with the building contract or have to pay more to complete the building of the home(s) because the contractor is insolvent or commits fraud.

When you can claim

You can claim under this section after you have paid the contractor up to the date of the Buildmark Choice certificate.

Who to contact

Contact us and tell us if you have lost the amount you paid to the contractor or the contractor has not completed the home(s).

What we will do

We will pay:

- the reasonable extra cost above the contract price, including professional fees, for work necessary to complete the home(s) to the NHBC requirements; or
- the amount paid to the contractor in accordance with the building contract which cannot be recovered from them.

In addition, we will pay the cost of reasonable precautions to secure the work defined in the building contract against unauthorised entry, theft and vandalism until work resumes.

What is not covered under this section - conditions and exclusions

This option will only apply if included on the quotation and the additional premium has been paid to and accepted by us.

There are limits to how much we will pay, as explained on page 17.

There are some things that are not our responsibility, as explained on page 18.

Option 2 - Professional fees

What you are covered for

This section applies if you have to pay for professional fees in connection with a valid claim under Buildmark Choice.

When you can claim

You can claim under this section during the 10 years (or 12 years if you have chosen to extend the cover) from the date of the Buildmark Choice certificate.

Who to contact

Contact us and tell us if you have to pay for professional fees in connection with a valid claim under Buildmark Choice.

What we will do

We will pay the cost of reasonable professional fees incurred by prior agreement in connection with a valid claim to us.

What is not covered under this section - conditions and exclusions

We will not pay professional fees in excess of the fee scales of the appropriate professional body.

This option only applies if it is included on the quotation and the additional premium has been paid to and accepted by us.

There are some things that are not our responsibility, as explained on page 18.

Option 3 - Extended period of cover

When this section applies

This option extends Part C - Home damage cover and Option 2 - Professional fees (if chosen) to 12 years from the date of the Buildmark Choice certificate.

This option only applies if it is included on the quotation and the additional premium has been paid to and accepted by us.

Financial limits

The limits that apply to claims under each section of Buildmark Choice are summarised in the table below.

Limits are used up as we accept claims. If you are not the first owner of the development, the limits may already have been partly or fully used up by claims from previous owners.

Contact us if you would like to know what the remaining available financial limits are.

Part B & Part C combined	The most we will pay for all claims under Part B and Part C together is the maximum insured value as shown on the Buildmark Choice certificate. The most we will pay for all claims under Part B and Part C together for any continuous structure on the development will not exceed £25 million for new build homes or £5 million for newly converted homes.
Part D	The most we will pay for all claims under Part D is the lesser of the maximum insured value as shown on the Buildmark Choice certificate and either £25 million for new build homes or £5 million for newly converted homes.
Part E	The most we will pay for all claims under Part E is the maximum insured value as shown on the Buildmark Choice certificate. The most we will pay for all claims under Part E for any continuous structure on the development will not exceed £25 million for new build homes or £5 million for newly converted homes.
Option 1	The most we will pay for all claims under Option 1 is 10% of the original contract price. This amount will reduce proportionally to the contract value of homes already completed under the contract at the time of the claim. For example, if homes completed at the time of the claim equate to 10% of the contract value, the available financial limit will reduce by 10%.
Option 2	We will pay the cost of reasonable professional fees incurred by prior agreement in connection with a valid claim to us.
Option 3	The extended period of cover provided by this Option does not extend the financial limits of Part C and Option 2

Allowing for inflation

On each anniversary of the date of the Buildmark Choice certificate, the limits that apply for claims under Parts B, C, D and E are increased by 5% of the original limit (not the current limit). We then deduct the amounts we have paid or have to pay for claims we have accepted.

Alternative accommodation

For removing and storing possessions and for loss of rent and alternative accommodation, we will pay up to 10% from the available financial limit in the relevant section. Payments made for removing and storing possessions and for loss of rent and alternative accommodation will be deducted from the remaining overall financial limit.

Excesses

The standard excess is £950 (as at 1 April 2014) and is increased by £50 on 1 April each year.

You have the option to select a larger excess. You are responsible for the payment of all excesses. The excess will be shown on the endorsement schedule of your Buildmark Choice certificate.

This excess only applies to Part C - Home damage cover.

Shared parts

The following points apply if your claim involves shared parts:

1. The excesses for each home that shares the shared parts will be added together. If the building is for multiple occupation, then every 800sq. feet or 74sq. metres of floor area will be treated as one home for this purpose.
2. The maximum excess we will apply for a claim relating to common parts is 10 times the individual excess.
3. Financial limits for claims involving shared parts will reduce in proportion to the number of homes on the development that are no longer within the period of cover. For example, if the development has 100 homes but just 10 are still within the period of cover, the available financial limit will reduce by 90%.

Exclusions

Buildmark Choice does not protect you against every event or circumstance - it only protects you against the events covered in this document.

You cannot claim under Buildmark Choice for any of the following, or for anything resulting from any of them:

1. Anything that the Buildmark Choice certificate says is excluded.
2. Anything to do with any fence, temporary structure, swimming pool or lift.
3. Anything which you (or a previous owner) have already successfully claimed for under Buildmark Choice or through the courts.
4. Anything you can claim for, or have claimed for, under a different insurance, warranty or guarantee scheme or a formal compensation scheme (for example, for subsidence caused by coal mining or pumping brine).
5. Anything that you knew about before you bought the home(s) or land and for which you agreed a reduction in the price or were compensated in some other way.
6. Anything done to the home(s) or the land after the date of the Buildmark Choice certificate, except for work we or the contractor have done to meet the responsibilities we or they have under Buildmark Choice.
7. Gradual deterioration, wear and tear, neglect and failure to do appropriate maintenance.
8. Damage caused by apparatus operating as it is designed to do (for example, sprinkler systems, flood-protection systems and drainage systems, including sustainable urban drainage systems).
9. Damage caused by anything which is not part of the home(s), the shared parts or the land (for example, damage caused by a crane or scaffolding).
10. Storms and other severe weather conditions.
11. Flooding and changes in the water-table level.
12. Fire and smoke.
13. Damp, condensation, shrinkage, thermal movement and movement between different types of materials that is not a result of the contractor failing to meet the NHBC requirements.
14. The contractor failing to get planning permission, or failing to build in line with planning permission.
15. Reduction in the value of the home(s) or land.
16. Not being able to use or enjoy the home(s) or the land, financial loss, inconvenience and distress.
17. Death or injury (including injury to mental health).
18. The cost of getting professional advice in connection with your claim (except for legal costs we must pay under our guarantee in part B if you take legal action against the contractor or legal costs payable under Options 1 and 2 if selected).
19. Anything concerning the parts of a shared-heating system.
20. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority, acts of terrorism (regardless of the timing of another contributing cause or event), or action taken to control, prevent or suppress an act of terrorism. 'Terrorism' means acts, including force, violence or threat by a person or group whether acting alone or on behalf of, or in connection with, an organisation or government that are committed for political, religious, ideological or similar purposes including the intention to influence a government or to put people in fear.

If you are not sure about what is not covered by Buildmark Choice, please contact us to check.

General conditions

The law that applies to Buildmark Choice

Under European law, we and the first owner may together choose which law will apply to Buildmark Choice. However, unless we and the first owner agree otherwise at the time they accept the Buildmark Choice offer, the law that applies is the law where the development is, in the United Kingdom or the Isle of Man.

Your rights under Buildmark Choice apply as well as and do not replace or prevent you from using other legal rights (for example, rights you have under a contract or by law) that you may have against the contractor or anyone else in connection with the development.

Enforcing your rights

If we want to, we can start or take over and carry out, in your name, legal proceedings for our own benefit to recover a payment we have made under Buildmark Choice because of a claim you made. We have full rights to decide how to carry out proceedings and settle a claim.

Our regulators

We are an insurance company authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority to provide insurance. Our firm reference number is 202261. The Financial Conduct Authority keeps a register of all regulated firms, so you can check that we are registered with them.

For more about the Prudential Regulation Authority

Call: 0207 601 4878

Visit: bankofengland.co.uk/pru

Write to: Bank of England, Threadneedle Street, London EC2R 8AH

For more about the Financial Conduct Authority

Call: 0800 111 6768

Visit: register.fca.org.uk

Write to: Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS

The Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme. You may be entitled to compensation from this scheme in the unlikely event that we cannot meet our obligations.

For more about the Financial Services Compensation Scheme

Call: 0800 678 1100

Visit: fscs.org.uk

Write to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

Complaints

We pride ourselves on the service we give our customers and we hope that you do not have a reason to complain.

If you are not satisfied with our service, or a decision we have made, please contact us and tell us you have a complaint. We will explain how we will deal with your complaint and give you written details of our complaints procedure. This will also include information about the types of complaint. You may be entitled to refer your complaint to the Financial Ombudsman Service if you are not satisfied with our final response.

You can download a copy of our Customer Charter from our website at nhbc.co.uk or you can call us for a copy.

For more information about the Financial Ombudsman Service

Call: 0800 023 4567

Visit: financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR

How we protect privacy

We will normally keep personal information confidential. However, there are certain circumstances when we may need to pass on information.

We may:

- need to pass on personal information, such as a name and address, to the contractor to help deal with a claim;
- be required by law to pass on personal information to another person in certain circumstances, for example, if a court or government body says that we must; and
- need to tell a subsequent owner and neighbours about claims you made, if that affects what the future owner and your neighbours can claim.

For further information about how we process your personal data please visit www.nhbc.co.uk/Legal/PrivacyPolicy



FOR SALE

Call our Sales Line
for further
information

Call our Sales Line
for further
information

Call us now on:

0800 035 6422 or 01908 746 000

(Monday to Friday 8.30am to 5.30pm)

Email us

For general enquiries: cssupport@nhbc.co.uk

For claims: claims@nhbc.co.uk

For complaints about NHBC: consumeraffairs@nhbc.co.uk

Or visit nhbc.co.uk

Please call us if you would like to receive this information in an alternative format such as large print, audio or Braille.

Calls may be monitored or recorded for training purposes. Calls to 0800 numbers are free from landlines and calls from mobiles may cost considerably more. You may want to check this with your service provider.

NHBC, NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP

Phone: 0344 633 1000

Or visit: nhbc.co.uk

NHBC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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Raising Standards. Protecting Homeowners