

Guidance notes

Claims made within years three to ten

Your guide to section 3 of the NHBC Buildmark policy, which covers damage to certain parts of your home and defects to flues or chimneys.

This guide explains the notification period, the cover, NHBC's obligations, and lets you know what to expect if you have a claim.

The information is for guidance only. You should check your NHBC Buildmark policy document to find out exactly what cover, exclusions and limits apply to your home.



About these guidance notes

NHBC Buildmark is our ten year policy for newly built or converted homes. The policy document is divided into different sections. These guidance notes are about section 3 of the policy, which covers our obligations in years three to ten if you have damage to certain parts of your home.

The cover

The cover that you have will depend on the version of the policy that your home was issued with. Therefore, it is important that you read your own Buildmark policy document to see exactly what you are covered for.

Buildmark only covers certain parts of a home in years three to ten. The parts of your home that are covered will be listed in section 3 of your Buildmark policy document.

The table below shows some of the differences in cover between the three most recent versions of the policy:

Parts of a home	Version of Buildmark policy		
	1999	2000	2007 onwards
Foundations, load-bearing parts of floors, walls or roof	✓	✓	✓
Non load-bearing partition walls	✗	✓	✓
Wet-applied plaster	✗	✓	✓
External render and tile hanging	✓	✓	✓
Pitched tile and slate roof coverings	✓	✓	✓
All roof coverings	✗	✗	✓
Ceilings	✗	✓	✓
Floor decking or screeds (if they don't support normal loads)	✓	✓	✓
Multiple glazing panes	✓	✓	✓
Underground drainage	✓	✓	✓
Flues (if there's an imminent danger to health and safety)	✓	✓	✓

Covered, as long as the claim meets the required conditions

Not covered

When we consider your claim, we will look at the following:

1. Was the problem reported to us within the relevant notification period?
2. Is there a defect (by 'defect', we mean something about the building of your home that has not met NHBC Requirements)?
3. Is the defect in a part of the home listed in section 3 of your policy?
4. Is the defect causing damage to the home?
5. Will the cost of repair be more than the minimum value shown in your policy?

If your claim relates to a defect in a flue or chimney which causes a present or imminent danger to health and safety, there doesn't need to be damage or a minimum value for the claim. But you must report the problem to us within the relevant notification period.

As with all insurance policies, Buildmark has some exclusions and financial limits. For more information about the financial limits and what we are not responsible for, please see section 3 of your Buildmark policy document.

The notification period

The date that your cover began will be printed on your Insurance Certificate. The notification period for section 3 of the policy normally starts two years after this date and ends eight years later.

If the defect or damage relates to common parts (areas for which you are legally obliged to share the cost of maintenance with the owners of other homes), the notification period varies. To find out what the notification period is in this case, please contact NHBC Claims.

The minimum claim value

Unlike most insurers, we set a minimum value for our claims instead of a policy excess. The minimum claim value is the amount specified in section 3 of your policy, and it is increased every year to allow for the effects of inflation. To find out the minimum claim value that currently applies to your policy, please contact NHBC Claims.

To be a valid claim, the cost of repair must be more than the minimum claim value (as well as meeting the other required conditions). If that is the case, we will settle your claim in full.

Making a claim

If you notice anything in your home that you are concerned about, and that you think is covered by the policy, you must tell us straight away - remember that we are only responsible if you tell us about defects during the relevant notification period.

A claim for any issues that relate to common parts will need to be made on behalf of all the residents. If you live in a block of flats, we will usually ask for the claim to be made by the managing agent responsible for arranging maintenance. You should let your managing agent know about your concerns so that they can contact us on behalf of you and your neighbours. If we ask for them, you must send us copies of any letters, notes of conversations, contracts, plans, leases, quotations, receipts, insurance policies and any other documents or information about your home. We may also ask you to send us photographs of the defect and/or damage to your home.

The investigation

We may need to look at the defect or damage that you reported to us so that we can make sure that it is covered by our policy. If so, we will arrange an investigation meeting with you at your home on a weekday, during normal working hours.

We will invite the builder to attend the meeting too, as we may need their help with the investigation. If the builder can't be at the meeting, we may arrange for one of our approved building contractors to attend instead, so that they can help with any investigation work that is needed.

We will look at the item that you reported and take photographs and make notes. If we can, we will let you know at the meeting if you have a valid claim or not. Sometimes we will need more information before we can make a decision.

After the investigation meeting, we will send you a letter contains our findings.

If the item you reported is valid under the terms of the policy, we will decide the best way to settle your claim.

Settling your claim

When we decide how to settle your claim, we will consider the individual circumstances of your case. Either we will pay you the cost of repairing the damage, or we will arrange to get the necessary repairs done at our expense.

If we decide to pay you, we may ask you to get estimates for the work, or we will work out what it would cost us to do the work, then will send you a cash settlement offer. You can then choose your own contractor to do the work and use the money that we give you to pay them.

If we decide to arrange the repairs, we will instruct one of our remedial work contractors (approved building contractors that are experienced in carrying out repairs). Sometimes the original builder of your home will offer to do the work, and they will make arrangements with you to carry out the repairs. You must allow the contractor or builder reasonable access to your home (on weekdays, during their normal working hours) to carry out the work.

Other costs

Sometimes a home will need to be empty before repairs can be carried out. If so, we will pay for the reasonable cost of removal, storage and appropriate alternative accommodation, however there is a limit to what we will pay. If you do need to move out of your home, we will discuss options with you.

If you want to use your own professional adviser, such as an architect, surveyor or solicitor, you are free to do so. However, we will not normally pay these fees as part of a claim because we employ our own staff to investigate and assess the repair work needed.

Other insurance cover

We don't cover anything that is covered by legislation or other insurance. For example, we don't cover mining subsidence (which is covered by legislation) or storm damage (which may be covered by your household insurance policy).

We may ask you for copies of your household building and contents insurance policies. If we think you have cover under another policy, we may ask you to make a claim to your other insurer.

If you are not the first owner

As part of the conveyancing process, you or your solicitor should have asked the previous owner if there were any defects in the home and whether any claim had been made to us or another insurer.

If you are not the first owner, we will not be responsible for anything that you knew about when you bought your home and were compensated for. Compensation could have been financial (such a reduction in the price you paid for the home) or non-financial (such as an agreement with the seller to keep items of furniture).

Need more advice?

If you have any concerns or questions that aren't covered by this guide, please contact NHBC Claims.



NHBC Claims

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