

Guidance notes

Claims made within years three to ten

These notes are for guidance only. Please refer to your Buildmark booklet for precise details of the cover on your home.

Your insurance documents are divided into different parts and contain both the builder's obligations and our insurance cover. From the information you have given us so far, we will assess your claim under our insurance cover.

For homes registered prior to 1 April 1999, our insurance cover is set out in a section concerning the Structural Guarantee Period. This is part C3 of the Buildmark Policy.

For homes registered on, or after 1 April 1999, our insurance cover is set out in Section 3 of the Buildmark Policy regarding claims first reported in years three to ten.

It is important to check the date that your cover began. This is printed on your Ten Year Notice, or Insurance Certificate. Cover will differ, depending on when your home was first registered.

If your home forms part of a development of flats, your claim may relate to common parts, such as the roof or external walls. In these circumstances, we may have to get more information before taking your claim further.



What we cover

Generally, the insurance cover provided by NHBC will depend on the type of policy you have. It is therefore important that you read your own documents for specific information.

Some typical areas that NHBC cover are listed below.

Parts of your home covered by Buildmark	Version of Buildmark applicable to your home			
	1997 Buildmark	1999 Buildmark	2000 Buildmark	2007 Buildmark and onwards
Foundations, load bearing parts of the floor, wall or roof and staircases	✓	✓	✓	✓
Underground drainage	✓	✓	✓	✓
Pitched roof coverings	✓	✓	✓	✓
All roof coverings	x	x	x	✓
Render and tile hanging	✓	✓	✓	✓
Floor decking or screeds (failure to support normal loads)	✓	✓	✓	✓
Flues (if imminent danger to health and safety)	✓	✓	✓	✓
Multiple glazing	x	✓	✓	✓
Wet applied plaster	x	x	✓	✓
Ceilings	x	x	✓	✓
Non load bearing partitions	x	x	✓	✓

- NHBC will pay the cost of putting right any 'major damage' caused by structural defects arising from a breach of our Technical Requirements.
- NHBC will pay the cost of putting right the defect, resulting from a breach of our Technical Requirements.
- The cost of the claim must exceed the minimum claim value as set out in Section 3 of your Buildmark Policy.

What we do not cover

Here are some examples of what we do not cover:

- Defects in any part of the home not listed in part C3, or section 3 of the policy e.g. drives and paths, boundary walls, defective door and window frames, fascia boards, gutters, central heating and plumbing systems.
- Damage caused by shrinkage, thermal movement or movement between different types of materials.
- Damage caused by structural alterations or tree planting after the cover was issued.

Details of what NHBC will not pay for are listed in each section of your policy and there are also general exclusions that apply to all parts of the policy. For more specific details, please check your policy document.

You are not insured for any claim that is covered by legislation, such as mining subsidence, or by your own household insurance policy, for example storm damage.

Our investigation

If we need to visit your home to inspect the defects, we will make an appointment to call during normal working hours.

Our limits of liability

The financial limit that applies is shown in each section of the policy. For more specific details, please check your policy document.

Common Parts

Where a claim relates to common parts i.e. areas for which you are legally obliged to share responsibility for cost and upkeep with the owners of other homes, the claim will need to be made by or on behalf of all the owners involved. We may need to ask for details, such as a copy of the lease, to check whether an area of the building is classed as common parts and, if so, the share that you are responsible to contribute towards the cost of repair.

Second owners

When you buy a home, which has already been occupied, you or your solicitor should ask the seller about any defects that exist, and whether any claim has been made to us or to any other insurer.

If you are not the first owner of the property we will not meet a claim for any defect which you knew about when you bought the property and which resulted in a reduction in the purchase price you paid, or which was taken into account within any other arrangement.

Other costs

There is insurance cover for the reasonable cost of removal, storage and the appropriate alternative accommodation if it is necessary for you, or anyone living in the home to move out so that work can be done. The most we will pay for this is 10% of the financial limit at the time of the claim.

We will pay for the agreed reasonable costs you incur. We will not be liable for items such as normal living expenses, for example the costs of meals or food.

If you wish to call in your own professional adviser, such as an architect, surveyor or solicitor, you may do so. However we will not normally pay these fees as part of a claim, as we employ our own staff to investigate and assess the remedial work needed.

Questions about your cover or these notes

If you have any queries on the extent of cover or any other matter in these guidance notes, please contact NHBC Claims at the address shown on the covering letter.



This leaflet has been printed on material which is produced from sustainable forests and is fully recyclable and biodegradable, ECF (elemental chlorine free) and is made to ISO 14001 Environmental Certification.



NHBC

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

Tel: 0844 633 1000 Fax: 0844 633 0022 www.nhbc.co.uk

NHBC is authorised and regulated by the Financial Services Authority