



# Summary of cover for Buildmark for apartments

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Applies to newly built, converted or renovated apartment blocks  
registered with NHBC from 1 April 2017



The mark of a quality home

## Summary of cover

This summary includes the main features of the Buildmark for apartments policy provided by NHBC. Buildmark for apartments is designed for newly built, converted or renovated apartments in the UK. It provides varying levels of protection for up to 10 years after completion for the first owner as well as any later owners. NHBC and the builder of your apartment provide Buildmark for apartments. Full details of the terms and conditions are in the policy document which is available on the NHBC website at [nhbc.co.uk/findyourdocuments](http://nhbc.co.uk/findyourdocuments). Actual cover periods and any specific exclusions will be detailed in the documents which will be provided by your conveyancer.

**keyfacts**®

	Insurance before completion (section 1)	Builder warranty period (section 2)	Insurance after the builder warranty period (section 3)	Insurance for Building Regulations (section 4)	Insurance for contaminated land (section 5)
<b>What you are covered for</b>	Loss of deposit or part of your deposit because the builder is insolvent or has committed fraud and you cannot complete the purchase of your apartment.	Failure by the builder to meet NHBC requirements when building your apartment and the block, or when preparing the land.	Physical damage to your apartment or the block because the builder failed to build specific parts to meet NHBC requirements.	Immediate danger to someone's physical health or safety because the builder failed to meet specific Building Regulations when building your apartment and the block.	Contamination in or on the land on completion date which could have resulted in a statutory notice being issued under legislation or official guidance in force at that time.
<b>When you can claim</b>	From exchange of contract through to the date of legal completion.	For claims relating to your apartment, the first two years from the completion date.  For claims relating to the block or land, during the first three years from the completion date of the first apartment in the block.	For claims relating to your apartment, the eight years after the builder warranty period.  For claims relating to the block or land, the seven years after the builder warranty period.	For claims relating to your apartment, the eight years after the builder warranty period.  For claims relating to the block or land, the seven years after the builder warranty period.	Overall, we will pay a maximum of £25,000,000 (or £5,000,000 for converted or renovated apartments) for all claims we accept under this section.
<b>Who to contact</b>	NHBC.	Your builder.	NHBC.	NHBC.	NHBC.
<b>Limits (The most we will pay for all claims taken together)</b>	The lower of 10% of the original purchase price or £100,000.	The most we will pay for all claims under sections 2 and 3 relating to the block and the land is £25,000,000 (or £5,000,000 for converted or renovated apartments).  Out of this, the most we will pay for all claims under sections 2 and 3 relating to just your apartment is the original purchase price up to £1,000,000 (or £500,000 for converted or renovated apartments). This is not on top of the limit above.  These are the standard minimum limits which will apply unless an increased limit is specified within your Certificate or Schedule of Cover.		Overall, we will pay a maximum of £25,000,000 (or £5,000,000 for converted or renovated apartments) for all claims we accept under this section.  These are the standard minimum limits which will apply unless an increased limit is specified within your Certificate or Schedule of Cover.	
<b>What we will do</b>	We will repay your lost deposit.	The builder must put right anything covered by Buildmark for apartments that is not built to meeting NHBC requirements.  If the builder does not do so, we will offer to provide our free resolution service. Other options are explained in the Buildmark for apartments policy document.  If the builder still does not put things right after the resolution service or a court judgment, you are protected by the NHBC guarantee.  If you tell the builder about a problem during this time, they remain responsible for dealing with it, even after the warranty period ends. You can also claim under the NHBC guarantee.	We will arrange to repair the physical damage to your apartment or the block, as long as the cost to us is above the minimum claim value.  Or, if we choose, for claims to your apartment we will pay the lower of: ■ what it would cost us to have the work done ■ the remainder of the overall limit for section 3  For claims for the block, if we choose, we will calculate the lower of: ■ what it would have cost us to do the work ■ the remainder of the overall limit for sections 2 and 3 when you make the claim  We will take the lower of these amounts and divide it between you and your neighbours, paying each of you an amount proportionate to the amount you would each be asked to contribute towards the cost of the work under your leases and maintenance arrangements.  For claims on your apartment or the block, we will also pay any reasonable costs for us of removing and storing of possessions, and alternative accommodation, where necessary, while this work is being done.	We will arrange to do the work needed to meet the Building Regulations that applied when the block was built.  Or, if we choose, we will calculate the lower of: ■ what it would have cost us to do the work ■ the remainder of the overall limit for section 4 when you make the claim  We will take the lower of these amounts and divide it between you and your neighbours, paying each of you an amount proportionate to the amount you would each be asked to contribute towards the cost of the work under your leases and maintenance arrangements.  We will also pay any reasonable cost for removing and storing your possessions, and alternative accommodation, where necessary, while this work is being done.	We will treat, isolate or remove contamination from the land in line with the statutory notice that applies, or improve the condition of the land to prevent a statutory notice being issued.  Or, if we choose, we will calculate the lower of: ■ what it would have cost us to do the work ■ the remainder of the overall limit for section 5 when you make the claim  We will take the lower of these amounts and divide it between you and your neighbours, paying each of you an amount proportionate to the amount you would each be asked to contribute towards the cost of the work under your leases and maintenance arrangements.  We will also pay any reasonable cost for removing and storing your possessions, and alternative accommodation, where necessary, while this work is being done.
<b>Main conditions and exclusions - refer to your policy document for full details</b>	To claim, you must be the first owner and the insolvency or fraud happened after you entered into the contract.	We can only help with disputes about the builder's failure to meet NHBC requirements. We cannot help with boundaries, access, planning, contractual and financial matters.	You cannot claim for: ■ damage to roof coverings, unless water is getting into the block ■ cracking, spalling or mortar erosion that does not weaken the structural stability of the block or mean that it is no longer weather tight ■ 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 your apartment ■ damage which only affects floor coverings ■ changes in the colour or texture of, or staining to, external finishes ■ replacing solar roof tiles or panels just because they do not produce sufficient heat or electricity.  All claims are subject to a minimum claim value (see page 3). You cannot claim for something under this section if you can claim for it under section 2.	You cannot claim for something under this section if you can claim for it under sections 2 or 3.	You can only claim if there was contamination on or in the land on the completion date which could have resulted in a statutory notice being issued.  You cannot claim for something under this section if you can claim for it under sections 2, 3 or 4

## Minimum claim value

We do not apply an excess under any section of Buildmark for apartments, so you do not have to pay the first part of a claim. However, we do apply a minimum claim value to section 3. This means that, if the cost of the work you are claiming for is below the minimum claim value, we will not do the work or pay anything towards the cost. If the cost to us of dealing with your claim is above the minimum claim value, we will do the work or pay the cost in full, and you will not have to make a contribution.

## Complaints

NHBC is committed to providing excellent service and products, and we always aim to treat our customers fairly. Our claims and customer charters explain how we deal with complaints to ensure a fair outcome. They can be found on our website.

If you are not satisfied with our decision following a review of your complaint, you may be able to refer it to the Financial Ombudsman Service for independent review.

## Your right to cancel

Within 14 days of accepting the Buildmark for apartments offer, you have the right to cancel the policy. If you want to cancel, tell us in writing (by email or letter). You will not be charged an administration fee if you cancel your policy. If you cancel, you will have no protection provided by Buildmark for apartments. If you have a mortgage on the property, you should notify your lender, as this could breach your mortgage terms and conditions.

## The Financial Services Compensation Scheme

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

## How to contact us

For further information about your policy, changes in your circumstances or claims, call us on:

**0800 035 6422** or **01908 746 000**  
(Monday to Friday 8.30am to 5.30pm)

Or you can email us.

For general enquiries:  
**cssupport@nhbc.co.uk**

For claims:  
**claims@nhbc.co.uk**

For complaints about us:  
**consumeraffairsteam@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, but calls from mobiles may cost considerably more. You may want to check this with your service provider.