



# NHBC Buildmark Connect

Your warranty and insurance cover

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Applicable to commercial premises registered with NHBC from April 2018



Raising Standards. Protecting Homeowners

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## Your right to cancel

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**You have the right to cancel cover under Buildmark Connect. If you wish to cancel the cover, you must do so within 14 days starting on the day after you receive the Buildmark Connect policy documents. Your cancellation must reach NHBC by letter or email:**

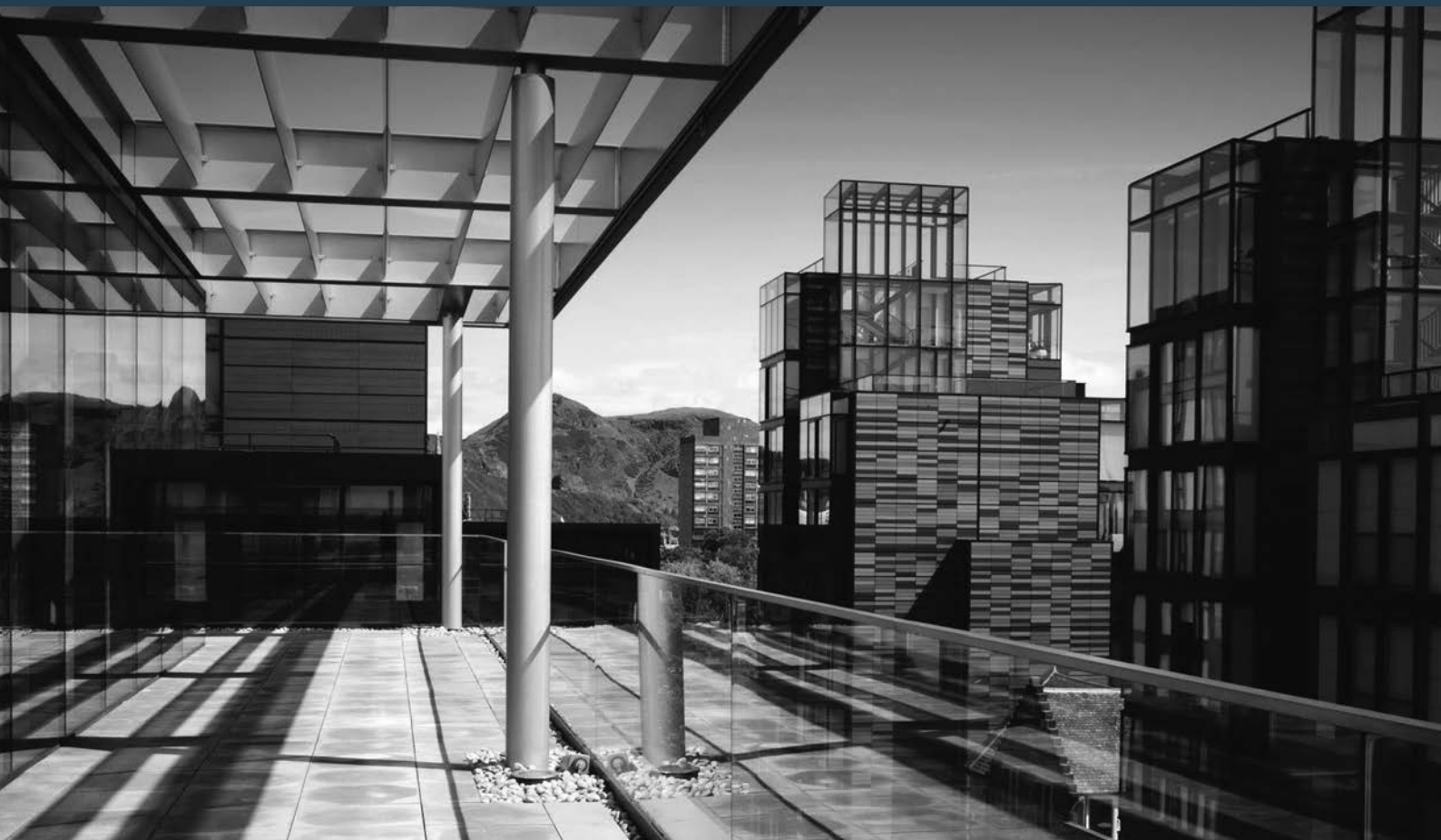
**By letter**            Customer Services  
                              NHBC  
                              NHBC House  
                              Davy Avenue  
                              Knowlhill  
                              Milton Keynes  
                              Bucks MK5 8FP

**By email**            [cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

Please quote your Buildmark Connect policy number when cancelling. You should be aware that if you choose to cancel the policy, no refund of the premium will be paid. All Buildmark Connect policy documents should be returned to NHBC with the cancellation request.

Before cancelling the cover please check with your mortgage lender because they may require you to have this cover or its equivalent as a condition of the loan. Please remember also that if you sell the Premises within the period of cover, a purchaser (and any lender at that time) will usually require the cover.

If your Premises includes Common Parts for which you are jointly responsible, your cancellation will apply to both the cover on your individual Premises and the cover for your share of the cost of any claim relating to the Common Parts. So if you cancel your cover, you will still be obliged under your lease or title to contribute to the cost of repairs along with your neighbours.



# Definitions

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This policy is called Buildmark Connect. In this policy, for clarity, 'you' and 'your' mean the first Owner or a later Owner. 'NHBC', 'we', 'our' and 'us' mean the National House-Building Council. Because this is a legal document, it is necessary to define certain words. These are printed in bold type and defined below. Each time we use one of these words, it will have the same meaning. These definitions apply only to this policy; other policies have their own definitions.

<b>Blight</b>	The effect on the value of your Premises of the existence or former existence of contamination (whether actual or alleged).
<b>Builder</b>	The company or person named on the Buildmark Connect Offer document that is responsible for building or conversion of the Premises.
<b>Buildmark Connect</b>	The document containing the cover provided by NHBC and the Builder.
<b>Buildmark Connect Offer</b>	The form which contains the offer of cover under Buildmark Connect made by NHBC and the Builder.
<b>Common Parts</b>	Any of the following which are not for your exclusive use and for which you are legally obliged to share responsibility for cost and upkeep with the Owners of other Premises, houses, flats and maisonettes: a The parts of any building containing your and other Premises, flats or maisonettes. b Any garage or parking area, permanent outbuilding, retaining wall, boundary wall, external hand rail or balustrade, path, drive, garden area or paved area; newly built by the Builder at the date of the Insurance Certificate. c Any drainage system serving your Premises. d Any existing garage, permanent outbuilding, retaining wall or boundary wall that forms part of the Common Parts and is acquired by the first Owner under the original Contract.
<b>Complete, Completion</b>	The date when NHBC agrees that the Premises substantially comply with NHBC Requirements.
<b>Contract</b>	A legally binding agreement or, in Scotland, a missive between the first Owner and the Builder for the acquisition (either freehold or leasehold) or building of the Premises.
<b>Cost</b>	The cost NHBC would have had to pay if it had arranged for the work to be done.
<b>Damage</b>	Physical damage to the Premises caused by a Defect.
<b>Defect</b>	A breach of any mandatory NHBC Requirements by the Builder or anyone employed by the Builder or acting for the Builder. Failure to follow the guidance supporting these NHBC Requirements does not in itself amount to a Defect as there may be other ways that the required performance can be achieved.
<b>Development</b>	An area of land which is covered by a single detailed planning consent or a series of consents relating to continuous development by the Builder.
<b>Excess</b>	The amount for which we have no liability. An Excess of £10,000 will apply to each and every incident of Damage. This figure was set on 1 March 2008 and will be increased on 1 April each year in line with the Royal Institution of Chartered Surveyors House Rebuilding Cost Index. The figure which applies to a claim is the one which was in force when the claim was first notified to NHBC.

<b>Insurance Certificate</b>	The certificate NHBC issue on Completion.
<b>Maximum Insured Value</b>	The build cost of the premises notified to NHBC by the Builder when it registered the Premises.
<b>NHBC Requirements</b>	The mandatory requirements NHBC publish in the NHBC Standards which are in force when the concreting of the foundations of a newly built Premises or, if applicable, the Common Parts has begun, or when conversion work affecting the Premises or Common Parts is started.
<b>Owner</b>	The first Owner named on the Buildmark Connect Offer and any later Owner. You must be (or have contracted to be) the freehold owner of the Premises, or have a lease of the Premises, which specifies that you are legally responsible for the work insured by this policy. Owner includes a mortgagee or heritable creditor in possession of the Premises.
<b>Premises</b>	<p>The commercial or industrial premises referred to in the Buildmark Connect Offer, together with any of the following, which are included in the original Contract:</p> <ul style="list-style-type: none"> <li>a Any Common Parts.</li> <li>b Any garage, permanent outbuilding, retaining wall, boundary wall, external handrail or balustrade, path, drive, garden area or paved area newly built by the Builder at the date of the Insurance Certificate.</li> <li>c The drainage system serving your Premises for which you are responsible.</li> <li>d Any existing garage, permanent outbuilding, retaining wall or boundary wall acquired by the first Owner under the original Contract.</li> </ul> <p>Premises does not include any fence, temporary structure, fitting out works and related materials, shop front, swimming pool, lift, or any electrical fixed wiring and lighting system, heating system, air conditioning, smoke alarms, waste disposal units or water softening equipment, electronic or mechanical equipment (whether built in or not). It does not include any road or any associated footpath or footway.</p>
<b>Statutory Notice</b>	A notice served on you by a statutory authority under legislation which requires you to carry out remediation of contamination.
<b>Your Land</b>	<p>The ground which surrounds and supports your Premises and which was:</p> <ul style="list-style-type: none"> <li>a sold or let together with the Premises to the first Owner at the same time as the Contract was entered into or concluded; or</li> <li>b owned or leased by the first Owner when a Contract for building the Premises was entered into, together with land which you are legally bound to maintain or contribute towards maintaining under the terms of the original Contract.</li> </ul>





## General exclusions for claims

In common with other insurance policies, Buildmark Connect does not protect the Owner against every problem that may occur. Several limitations and exclusions apply throughout the policy. We believe it is important to make them clear and easy to find, so we have listed them in the table below.

### NHBC is not liable for

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|---|---|
| a Any Cost, loss or liability for which compensation is provided by legislation or that is covered by any other insurance policy.   | absolute discretion waive this exclusion if we accept a claim which we had at first rejected.)  |
| b Anything excluded by an endorsement by NHBC on the Insurance Certificate.   | l Costs or expenses greater than would have been paid or incurred by a reasonable person in the position of the Owner spending his or her own money.  |
| c Anything affecting or caused by alterations or extensions to the Premises carried out after the date of the Insurance Certificate.  | m Costs that have already been taken into account by the NHBC or by the Builder when making payment to or carrying out work for a previous Owner.   |
| d Any Defect or Damage resulting from compliance by the Builder with written instructions given by or on behalf of the first Owner in respect of design, materials or workmanship.  | n Costs that are attributable to your unreasonable delay in pursuing a claim.   |
| e Wear and tear.  | o If you are not the first Owner, anything that you knew about when you acquired the Premises and which resulted in a reduction in the purchase price or rent or which was taken into account in any other arrangement. |
| f Deterioration caused by neglect or failure to carry out normal or specific maintenance.   | p Replacement of any undamaged item solely because another item of the same nature, design or colour has to be replaced and the original items cannot be matched.   |
| g Dampness, condensation or shrinkage not caused by a Defect.   | q Loss or damage resulting from flooding from whatever source or from a change in the water-table level.  |
| h Any Defect or Damage caused by the installation or presence of a swimming pool or lift.   | r Death, bodily injury, disease, illness or injury to mental health.  |
| i Any reduction in value or loss of value of the Premises or the business carried on within or from it.   | s Loss or Damage caused by storm force weather conditions. In this respect, we may take into account reports from the Meteorological Office.  |
| j Loss of enjoyment, profit or reduction in turnover, loss of business opportunity or income, the payment of rent, service charges, taxes, rates and other costs payable regardless of interruption in or loss of use of the Premises, inconvenience, distress or any other consequential loss affecting you. | t Costs of, or associated with, fitting out (including the installation of shop fronts) whether carried out by the Builder, anyone on its behalf or a third party.  |
| k Any professional fees except those reasonably incurred with our specific written consent. (Note: we may in our  | u The Excess.   |

Some other limitations and exclusions apply only to parts of the policy. You will find them in the relevant parts.

This policy meets the demands and needs of those who wish to ensure that their Premises is insured for the following:

1. If the Builder is insolvent or fails to meet its obligations during the first two years after Completion.
2. Against Damage caused by Defects in specified parts of the Premises during years 3 to 10.

There is also cover in years 3 to 10 for contaminated land.

Full details of the cover are set out in this booklet.

By accepting this cover you agree to enter into a contract with NHBC and that as an Owner you require the insurance, subject to the relevant financial limits, to protect you.

# Introduction

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## To the Owner

This booklet describes the insurance cover provided under Buildmark Connect and the Builder's obligations for your newly built Premises. Please note that this cover is different to that offered under your buildings and contents insurance.

We strongly recommend that you take a few minutes to read this booklet. If you are not clear about any of the information, please telephone **0800 035 6422**.

There is useful information on NHBC's website - [www.nhbc.co.uk](http://www.nhbc.co.uk) - about NHBC, the insurance cover and the claims procedures.

Each Section of Buildmark Connect is subject to a number of conditions, exclusions and financial limits, and you should read these with particular care. There are also special provisions for claims on Common Parts.

This is an important document. We suggest you keep it and your Insurance Certificate (which will be sent separately) in a safe place.

If you contact NHBC to make a claim, NHBC will ask for your name, address and postcode and details of the items of concern. It will be helpful if you know your Buildmark Connect policy number. This is printed on your Insurance Certificate.

Under the Contracts (Rights of Third Parties) Act 1999, the rights and obligations in your Buildmark Connect policy are made for the benefit of any person who comes within the definition of 'Owner' in this cover.

Your rights under Buildmark Connect are in addition to any other contractual, statutory or common law rights you may have against the Builder.

## How to contact NHBC

**0800 035 6422 or 01908 746 000**

(Monday to Friday 8.30am to 5.30pm)

## Email us

**For general enquiries:** [cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

**For claims:** [claims@nhbc.co.uk](mailto:claims@nhbc.co.uk)

**For complaints about NHBC:** [consumeraffairs@nhbc.co.uk](mailto:consumeraffairs@nhbc.co.uk)

## Or visit [nhbc.co.uk](http://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.





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## Section A - The first 2 years after completion

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### The Builder's obligations

This part of the cover tells you what the Builder must do if it is given notice of Defects or Damage in your Premises. This notice must be given as soon as possible within the period of cover.

You should keep copies of any correspondence with the Builder and any other information, such as notes of telephone conversations, as you may need these later to prove that problems were reported in the first 2 years.

The Builder must take the actions shown in the orange panel below, but does not have to take action to deal with any of the items in the blue panel.

### Period of cover

This lasts for 2 years from the date of the Insurance Certificate.

There are special provisions for Common Parts, which are on page 15.

#### What the Builder is liable for

Within a reasonable time and at the Builder's own expense, to put right any Defect or Damage to your Premises or its Common Parts which is notified to the Builder within this period of the cover.

If the Builder is given notice of Defects or Damage within this period of cover, the Builder remains liable as above, even after this period of cover ends.

#### What the Builder is not liable for

Wear and tear.

Deterioration caused by neglect or failure to carry out normal or specific maintenance.

Dampness, condensation or shrinkage not caused by a Defect.

Anything excluded by NHBC on the Insurance Certificate.

Anything caused by, or resulting from, any work done on, in, or affecting your Premises after the date of the Insurance Certificate.

Any Defect or Damage resulting from compliance with written instructions given by or on behalf of the first Owner in respect of design, materials or workmanship.

Any Cost or expense greater than that necessary to carry out a workmanlike repair of the Defect or Damage.

Any items falling outside the definition of Premises.

If you are not the first Owner, anything which you knew about when you acquired the Premises and which resulted in a reduction in the purchase price you paid or which was taken into account in any other arrangement.

Anything listed in the General exclusions for claims, earlier in this booklet.

## The Buildmark Connect insurance

This part of the cover only applies if the Builder does not meet its obligations under Section A.

NHBC will either pay for the items in the orange panel below or, at its option, arrange for the necessary work to be carried out at its expense. NHBC will not pay for the items in the blue panel.

### Period of cover

This lasts for 2 years from the date of the Insurance Certificate.

There are special provisions for Common Parts, which are on page 15.

### Financial limits

The most NHBC will pay for all claims relating to your Premises under Sections A and B together is the Maximum Insured Value as shown on the Insurance Certificate, provided that:

- Our total aggregate liability under all NHBC policies issued in respect of a continuous newly built structure will not exceed £25 million.
- Our total aggregate liability under all NHBC policies issued in respect of a continuous converted structure will not exceed £5 million.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-building Cost Index or, if less, by 10% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

#### What NHBC will pay for

If the Builder does not pay you the whole or any part of any amount that it is obliged to pay you under an arbitration award or court judgment in respect of the Builder's failure to fulfil its obligations under Section A, and you have taken all reasonable steps to enforce the award or court judgment, then we will pay you the unpaid amount, less any amount that you are obliged to pay the Builder under or in connection with the same arbitration or court proceedings.

#### What NHBC will not pay for

Anything for which you have held back a sum of money. If you have done so, NHBC will be entitled to deduct this amount from the sum that it would otherwise pay. If we arrange for the work to be carried out, you must pay us this amount before the work starts.

### Contaminated land

If the Builder is insolvent, and action is taken against you because of contamination that existed at the date of Completion, NHBC will assist you in accordance with the terms of the cover on page 13 of this document.

## Section B - Cover in years 3 to 10

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Under this part of the cover, you must tell NHBC of your claim as soon as possible within this period of cover.

NHBC will either pay for the items in the orange panel on the next page or, at its option, arrange for the necessary work to be carried out at its expense. NHBC will not pay for the items in the blue panel.

There are special provisions for Common Parts, which are on page 16.

### **Period of cover**

This starts 2 years after the date shown on the Insurance Certificate and ends 10 years after the date shown on the Insurance Certificate.

### **Financial limits**

The most NHBC will pay for all claims relating to your Premises under Sections A and B together is the Maximum Insured Value as shown on the Insurance Certificate, provided that:

- Our total aggregate liability under all NHBC policies issued in respect of a continuous newly built structure will not exceed £25 million.
- Our total aggregate liability under all NHBC policies issued in respect of a continuous converted structure will not exceed £5 million.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-building Cost Index or, if less, by 10% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

### **How to make a claim - what you must do**

Contact NHBC (see page 7) as soon as the Damage has been noticed.

Give NHBC the opportunity to inspect before any work is done.

If we ask for them, send NHBC copies of any correspondence, contracts, plans, quotations, receipts and any other documents or information relating to your Premises.

### What NHBC will pay for

The Cost above the Excess of putting right any actual physical Damage caused by a Defect in the following parts of the Premises or its Common Parts:

- Foundations.
- Load-bearing walls.
- Load-bearing parts of the roof.
- Wet applied plaster.
- External render and external vertical tile hanging.
- Roof coverings.
- Load-bearing parts of the floors.
- Floor decking, screeds and staircases, where these fail to support normal loads.
- Retaining walls necessary for the structural stability of the Premises, and any garage or other permanent outbuilding forming part of, and constructed at the same time as, the Premises.
- Below-ground drainage for which you are responsible.

### What NHBC will not pay for

Any claim where the Cost of repair is less than the Excess.

Anything which was, or which could have been, reported to the Builder under Section A. For these claims please see Section A, page 9 of the policy.

Claims relating to:

- Shrinkage, thermal movement or movement between different types of materials.
- Cosmetic damage, such as minor cracking, spalling or mortar erosion to brickwork, which does not impair the structural stability or weather tightness of the Premises or which only affects decorations.
- Existing double or triple-glazing panes in converted properties, unless they were newly-installed at the time of conversion.
- Ceilings which are not in an enclosed part of the Premises e.g. balcony ceilings.
- Water entry, dampness or condensation to underground garages, where the structural integrity of the garage is not affected.
- Sound transmission of any type.
- Any change to the colour or texture of, or any staining to, any external finish.
- Replacement of any solar roof tiles or panels solely due to failure to generate heat or electricity.
- Removal, storage and alternative premises if you or anyone normally occupying the Premises moves out so that work can be done.

Anything listed in the General exclusions for claims, earlier in this booklet.

## Section C – Cover in years 3 to 10 for contaminated land

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This part of the cover tells you what we will do if action is taken against you because of contamination that existed at the date of Completion.

### Financial limits

The most NHBC will pay for any claims relating to the Premises under section C is the Maximum Insured Value up to a maximum of:

- £1 million for a newly built Premises; or
- £500,000 for a converted Premises;

provided that our total aggregate liability under all NHBC policies issued in respect of any one Development will not exceed £20 million.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-building Cost Index or, if less, by 10% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

If there are one or more substances in, on or under Your Land which results, or could reasonably be expected to result, in the service on you of a Statutory Notice, then NHBC will, solely at its option, do one of the things shown in the orange panel. NHBC will not do the things shown in the blue panel (see below).

You must notify NHBC in writing as soon as you become aware that contamination in, on or under Your Land is suspected or has been found (for example, if a local authority or Government department issues you with a Notification of the Identification of Contaminated Land). If you do not tell us promptly, liability shown in the orange panel on the next page will be limited to those costs and expenses that we would have incurred had we been told promptly.

### What NHBC will do

At its option:

pay the Cost of treating or isolating or removing those substances from Your Land in a controlled manner in accordance with the requirements of the Statutory Notice;

OR

arrange for the work referred to above to be carried out at its own expense.

### What NHBC will not do

Meet any other liability under this Section for any other losses, damages, or expenses of any type, whatever their cause.

Meet any costs, losses, expenses or damages for:

- Death, bodily injury, disease, illness or injury to mental health.
- Blight.
- Breach of any covenant which the first Owner entered into (for example, not to do anything which would adversely affect or interfere with a precautionary measure, such as a membrane, installed by the Builder).
- Contamination which first occurs after Completion.
- Contamination that migrates on to Your Land.
- Contamination that migrates from Your Land.
- Contamination that could not have resulted in the issue of a Statutory Notice under legislation and/or Government guidance in force at the date of Completion.
- Any criminal penalties arising out of or connected with contamination in, on or under Your Land.
- Removal, storage and alternative premises if you or anyone normally occupying the Premises moves out so that work can be done.

Anything listed in the General exclusions for claims, earlier in this booklet.

### How to make a claim – what you must do

Contact NHBC (see page 7) as soon as you think you need to make a claim.

Give NHBC the opportunity to inspect your Premises before any work is done.

If we ask for them, send us copies of any Statutory Notice, correspondence, contracts, plans, quotations, receipts and any other documents or information relating to your Premises.



## General conditions

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- 1 If NHBC accept any claim for which you could recover compensation from some other person, you must, at our expense, do whatever it may reasonably require to:
  - a recover compensation from that person for NHBC; or
  - b enable NHBC to enforce any rights you may have to that compensation by taking over your claim against that other person or in any other way.
- 2 You must take all reasonable steps to reduce damage. NHBC will not pay for any work or other costs which result solely from your failure to do this.

## Fraud

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If a claim made by you or anyone acting on your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, NHBC may:

- (1) refuse to pay the claim,
- (2) recover from you any sums paid by to you in respect of the claim,
- (3) by notice to you cancel the policy with effect from the date of the fraudulent act without any return of premium.

If NHBC cancel the policy under (3) above, then we may refuse to provide cover after the time of the fraudulent act. This will not affect any liability that we may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than you and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, we may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by us in respect of the claim (from you or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to you and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If NHBC cancel a person's cover under (3) above, then we may refuse to provide cover after the time of the fraudulent act. This will not affect any liability that we may have under such cover occurring before the time of the fraudulent act.

## War and terrorism exclusions

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Neither NHBC, nor the Builder is liable for loss, damage, costs or expense directly or indirectly caused by, resulting from, or in connection with:

- 1 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; or
- 2 an act of terrorism\* - regardless of the timing of another contributing cause or event; or action taken to control, prevent or suppress an act of terrorism\*; or action in any way relating to an act of terrorism\*.

If you claim and we decide that this exclusion means the insurance does not cover a particular instance of loss or damage or some particular costs or expenses, then it would be for you to prove the contrary.

\*In this exclusion, an 'act of terrorism' means an act - 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 is committed for political, religious, ideological or similar purposes including the intention to influence a government or to put people in fear.

## Governing law

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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.

## The Financial Services Compensation Scheme (FSCS)

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NHBC 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](https://www.fscs.org.uk)

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

## Common Parts

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The following periods of cover, financial limits and conditions apply only if:

- a your Premises have Common Parts; and
- b Defects or Damage in, or affecting, the Common Parts have been notified to NHBC or the Builder.

If you are in any doubt, we can inform you of the actual periods of cover.

## Periods of cover

### Section A

The cover in Section A starts on the date of the earliest Insurance Certificate for Premises, houses, flats and maisonettes which share the relevant Common Parts. It ends 3 years from that date, or 2 years from the date of the last Insurance Certificate for Premises, houses, flats and maisonettes which share those Common Parts, whichever is the earlier.

### Sections B and C

The cover in Sections B and C starts from the date cover under Section A expires. It ends 8 years from that date.

## Financial limits applying to a claim

The most NHBC will pay for your share of any claim relating to Common Parts will be the proportion of the total Cost of repairs that we consider it is reasonable to attribute to you. NHBC's total liability for your share will not exceed the financial limit of cover for your Premises in the relevant Section.

For claims under Section B (see pages 4 and 5), if your share of the Cost of repairing any Defect is less than the Excess, NHBC will not pay your share. If your share of the Cost of the repair is more than the Excess, NHBC will pay the balance of your share above the Excess, subject to the Maximum Insured Value.

## Special condition

If requested, you must join with the Owners of other Premises, or any house, flat or maisonette sharing the relevant Common Parts, in making a claim. If you do not do so, we will still deduct the amount that you are legally liable to contribute towards the Cost of the repairs from the financial limit of cover for your Premises in the relevant Section.

# Complaints and disputes procedures

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## Complaints Procedure

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](http://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](http://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](http://www.nhbc.co.uk/Legal/PrivacyPolicy)

## Notes

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## Notes

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NHBC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. NHBC is registered in England & Wales under company number 00320784. NHBC's registered address is NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP

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