



**Applies to newly built,
converted or renovated
apartment blocks
registered with NHBC
from 1 April 2016**

Buildmark for apartments



Raising Standards. Protecting Homeowners



Visit nhbc.co.uk
or call 0800 035 6422

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Introduction

We (National House-Building Council, also known as NHBC) and the builder provide Buildmark, which has been specially designed for your newly built, converted or renovated apartment.

Buildmark provides varying levels of protection for up to 10 years, for the first owner and any future owners too, against specific problems with your apartment, the block, and the land the block is on, resulting from the builder:

- becoming insolvent or acting fraudulently; or
- failing to meet the NHBC requirements (see below).

The protection provided by Buildmark is limited to what is described in this document. In particular:

- there are some things that are not covered by Buildmark, as explained on page 25; and
- there are limits to how much we will pay, as explained in each section and summarised on page 23.

Some or all of the protection provided by Buildmark may be used up by earlier owners, if you are not the first owner, or by claims from your neighbours, as explained in each section.

Buildmark does not protect you from loss or damage caused to your apartment, its fixtures and fittings or its contents by anything that can be covered by buildings or contents insurance (for example, subsidence or damage by fire or storm).

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

It is important that you read this document, as it will give you the information you need to help you understand what protection you have.

If you are not sure about anything in this document, please contact us for help. Our contact details are on page 6.

Note: This example shows how Buildmark works in typical circumstances (but not all circumstances). Different periods and conditions also apply to shared parts. You should refer to the full terms and conditions in this document (including the exclusions and limits) to see if a particular problem is covered. Please contact us for help if you are not sure. Cover for not meeting Building Regulations is only provided if we provide the building control for the block.

Visit nhbc.co.uk
or call **0800 035 6422**

Typical example of Buildmark for apartments

(see note below)

From exchange of contracts up to the completion date

Your deposit is protected if the builder becomes insolvent or commits fraud. See [Insurance before completion](#) (page 10).



Building work completed and move in

During the builder warranty period

The builder must put right anything covered by Buildmark that is not built to the NHBC requirements. If they do not, we will do it on their behalf. See [Builder warranty, our resolution service and our guarantee](#) (page 11) for full details.

After the builder warranty period

Your apartment and the block are protected against specified structural problems. You may have extra cover if certain Building Regulations have not been met and for land contamination. See [insurance after the builder warranty period, insurance for the Building Regulations and insurance for contaminated land](#) (pages 15 to 22) for more information.

Sections of cover

The protection provided by the different sections starts as follows.

- Section 1 for your deposit (see page 10) – the cover starts when you enter into the contract and stops on the completion date for your apartment.
- Section 2 (see page 11) – the cover starts on the completion date as long as we have given the builder a Buildmark confirmation of cover for your apartment.
- Sections 3, 4 (if appropriate) and 5 (see pages 15 to 22) – the cover starts when the protection under section 2 ends.

Minimum claim value

We do not apply an excess under any section of Buildmark, so you do not have to pay the first part of a claim.

However, we do apply a minimum claim value to section 3 (as shown on page 16). So, as long as the repair costs of 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 contribute.

NHBC requirements

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

We will issue a Buildmark confirmation of cover to the builder when your apartment is completed. We issue a Buildmark certificate to the first owner of an apartment when they have accepted the Buildmark offer.

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, we will refer to the NHBC Standards that applied when the builder was building your apartment.

Contact details

How to contact us

At any point during your Buildmark cover we'd be happy to hear from you.



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



Email for general enquiries:
cssupport@nhbc.co.uk

Email for claims:
claims@nhbc.co.uk

Email for complaints about NHBC:
consumeraffairsteam@nhbc.co.uk



Visit:
nhbc.co.uk



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

Who to contact and when

Before you move in

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

Visit:
nhbc.co.uk
Email:
claims@nhbc.co.uk

During the builder warranty period

The builder – their contact details will be on your Buildmark certificate. If you can't find these details, or if you need to use our resolution service, please contact us.

After the builder warranty period

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

Visit:
nhbc.co.uk
Email:
claims@nhbc.co.uk

Visit www.nhbc.co.uk
or call **0800 035 6422**

Meanings of key words and phrases

Certain words or phrases in this document have a specific meaning as summarised below.

apartment The apartment (or flat) referred to in the Buildmark offer and Buildmark certificate. This includes any of the following which are sold or provided for in the contract.

- The parts of the plumbing and drainage system that is for your use only.
- 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, and that was newly installed by the builder, at the completion date, and that is for your use only.

builder The person, firm, or company referred to in the Buildmark offer and Buildmark certificate, and responsible for building your apartment and the block.

block The building that your apartment is in, including the parts that you share with your neighbours such as communal areas, stairways, roofs and so on.

The block includes any of the following which are sold or provided for in the contract.

- The parts of the drainage system serving the block.
- The garages, permanent outbuildings, retaining walls and boundary walls.
- The external handrails and railings, paths, driveways, gardens and paved areas that were newly built by the builder at the completion date.
- The electrical fixed-wiring, fixed-lighting system, air-conditioning system, smoke alarm, waste-disposal unit, water-softening equipment, and any other mechanical and electrical equipment needed to meet the Building Regulations, and that was newly installed in the block by the builder at the completion date.

We would treat two apartment blocks joined by a bridge, walkway or underground car park as two separate blocks.

The block does not include any heating system or its parts, shared by more than one apartment, or anything that forms part of an apartment.

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 or replacement legislation that applies to the construction of your apartment.

Buildmark certificate The certificate we issue to the first owner to confirm an apartment is protected by Buildmark.

Buildmark confirmation of cover The document we issue to the builder to confirm we are willing to provide the full protection of Buildmark under sections 2, 3, 4 (as appropriate) and 5.

Buildmark offer	The offer of Buildmark protection that we make to the first owner.
completion date	<p>The date of:</p> <ul style="list-style-type: none">• legal completion of the purchase by the first owner (or, in Scotland, the date of entry) of an apartment; or• the Buildmark confirmation of cover for an apartment; <p>whichever is later.</p> <p>If someone is living in the property before the date of legal completion of the purchase by the first owner (or, in Scotland, the date of entry), the completion date is always the date of the Buildmark confirmation of cover.</p>
contamination	The presence of a substance in or on the land after it escapes or spreads or is deposited or released.
contract	The contract (or, in Scotland, missive) between the first owner and the builder, as referred to in the Buildmark offer, to buy the apartment, as referred to in the Buildmark offer, from the builder.
land	The land that the block is built on.
load-bearing floor	The structural parts of the floors in your apartment or in the block, but not including the floor coverings (such as floor tiles) and their fixings (for example, grout and adhesive).
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.
neighbours	The owners of the other apartments in the block that also have the protection of Buildmark.
NHBC requirements	<p>R1, R2, R3 and R4 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. <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, we will refer to the NHBC Standards that applied when the builder was building your apartment.</p>
original purchase price	The purchase price for the apartment that was paid (or will be paid) by or on behalf of the first owner under the contract.

**owner, you,
your**

Either:

- the person (or people) who entered into the contract to buy the apartment, as referred to in the Buildmark offer, from the builder and then any other person (or people) who takes over the legal title to the apartment from them, or any later owner; or
 - any mortgage provider who has taken possession of the apartment.
-

**resolution
report**

A written report we issue as part of the resolution service.

**resolution
service**

The service we provide to decide if the builder has failed to meet the NHBC requirements and should do work to meet their responsibilities under Buildmark.

**statutory
notice**

A notice served by an enforcement body under:

- 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.

Insurance before completion

Section 1

What you are covered for

This section protects you if you lose your deposit, or part of your deposit, because the builder is insolvent or commits fraud and you cannot complete the purchase of your apartment.

Your deposit is the amount you paid the builder as part payment for your apartment.

The builder is insolvent (voluntary or otherwise) if they:

- are declared bankrupt (or, in Scotland, sequestrated);
- go into 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;
- are involved in any other insolvency procedure or have a judicial factor (an agent legally appointed to administer a person's estate in Scotland) appointed to their business; or
- have, in our opinion, stopped trading.

When you can claim

You can claim under this section after you have entered into the contract and up to the completion date.

Who to contact

Contact our claims team and tell us if you have lost your deposit.

What we will do

We will refund your lost deposit.

What is not covered under this section – conditions and exclusions

To claim, you must be the first owner and the insolvency or fraud must have happened, or first been discovered, after you entered into the contract for the apartment and accepted the Buildmark offer.

There are some things that are not our responsibility, as explained on page 25.

Financial limits

The most we will pay is 10% of the original purchase price or £100,000, whichever is lower. If the deposit you paid was more than £100,000 or 10% of the original purchase price for the apartment, you might not be fully protected.

Builder warranty, our resolution service and our guarantee

Section 2

What you are covered for

This section protects you if the builder failed to meet the NHBC requirements when building your apartment and the block, or when preparing the land, and you have told them about this failure or about any resulting damage, or about any evidence of contamination.

When you can claim

You can claim under this section if you have told the builder about their failure to meet the NHBC requirements during the following periods.

- For claims relating to your apartment, during the first two years from the completion date.
- For claims relating to the block or the land, during the first three years from the completion date of the first apartment in the block to pass its competition date. Contact us if you do not know what date this is.

Who to contact

Contact the builder and tell them if you think you have a claim.

You must do this as soon as you reasonably can and always within the periods shown above. We recommend that you do this by email, letter or phone and that you keep a detailed record of what you said, who you contacted and when.

Please contact us if you believe the builder will not be able to meet their responsibilities or you have not been able to contact them.

What you need to do

You should contact the builder as soon as you reasonably can and take reasonable steps to keep any damage to your apartment, the block and the land to a minimum.

If we or the builder ask you to, you must do everything you reasonably can to:

- allow access to your apartment during normal working hours to carry out investigations and work;
- get permission to access the block and neighbouring property and get any other permission needed to allow investigations and work; and
- give any information and help that is needed.

What the builder must do

If the builder has failed to meet the NHBC requirements, they must put the matter right within a reasonable time and at their cost.

This means that:

- they must repair your apartment and the block so that they meet the NHBC requirements and repair any physical damage to your apartment and the block resulting from the failure to meet the NHBC requirements;
- they must 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
- if, in order to do the work, they need to move you and your household, or your tenants, out of your apartment, and move any of your neighbours, or their tenants, out of their apartments, they must pay for reasonable alternative accommodation and storage for possessions that need to be removed from your and your neighbours' apartments.

What we will do

If the builder has not put things right, please contact us.

We will offer to provide our free resolution service.

If the builder still does not put things right after the resolution service or a court judgment (or, in Scotland, a decree) says that they should, you are protected by the NHBC guarantee (see below).

Our resolution service

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

If the builder still does not deal with the matter to your satisfaction, we will decide if the builder has failed to meet the NHBC requirements and should take action to meet their responsibilities under Buildmark.

We will then tell you and the builder what we decide in a written resolution report. The resolution report will be binding on the builder but not on you.

Our guarantee

You are protected by the NHBC guarantee for what we decide (in a resolution report) or a court decides (in a judgment or, in Scotland, a decree) the builder should have done to meet their responsibilities under Buildmark.

We guarantee that if the builder does not meet their responsibilities, we will do so on their behalf, as explained below.

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 any of the things above, contact us and we will try to help.

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

What we will do

Claims for your apartment

If the builder does not meet their responsibilities under Buildmark, we will arrange to do the work the builder should have done to meet their responsibilities under Buildmark.

If, in order to do the work, we need to move you and your household, or your tenants, out of your apartment, we will also pay for reasonable alternative accommodation and storage for possessions that need to be removed from your apartment.

Or, if we choose to, we will pay:

- what it would have cost us to do the work and provide reasonable alternative accommodation and storage; or
- the remainder of the apartment limit for sections 2 and 3 when you make the claim;

whichever is lower.

Claims for the block and the land

We will arrange to do the work the builder should have done to meet their responsibilities under Buildmark.

If, in order to do the work, we need to move you and your household, or your tenants, out of your apartment, and move any of your neighbours, or their tenants, out of their apartments, we will also pay for reasonable alternative accommodation and storage for possessions that need to be removed from your and your neighbours' apartments.

Or, if we choose to, we will calculate:

- what it would have cost us to do the work and provide reasonable alternative accommodation and storage; and
- the remainder of the overall limit for sections 2 and 3 when you make the claim.

We will take the lower of the two amounts and divide it between you and your neighbours. We will then pay each of you an amount in proportion to the amount that you would each be asked to contribute towards the cost of the work under your leases or maintenance agreements (or, in Scotland, under the title deeds of your apartments).

What is not covered under this section – conditions and exclusions

If the builder does not meet their responsibilities under Buildmark, you may choose to take them to court. You can do this:

- instead of using our resolution service; or
- if you disagree with our decision in the resolution report.

If you do begin a court case, the NHBC guarantee only applies to the decisions made in a judgment (or, in Scotland, a decree) made against the builder by a court in England and Wales, Scotland, Northern Ireland or the Isle of Man, after considering the merits of your claim.

When you have told the builder about a problem during the periods set out on page 11, the builder remains responsible for dealing with that problem even after the relevant period ends. You can also claim under the NHBC guarantee if the builder does not meet their responsibilities.

We can only help with disputes about the builder's failure to build to the NHBC requirements. We cannot help with other matters such as disputes over boundaries, access, planning, contractual and financial matters.

You cannot claim for something under the NHBC guarantee if you knew about the problem before completion.

There are some things that are not our responsibility, as explained on page 25.

Financial limits (sections 2 and 3)

The limits below are the total amounts we will pay throughout the period of the Buildmark cover for all claims made under sections 2 and 3 of your and your neighbours' Buildmark combined.

Overall limit for sections 2 and 3	
This is the total amount we will pay, whether we have the work carried out or make a payment, for all claims we accept for the block and the land under sections 2 and 3 of your and your neighbours' Buildmark.	
New build or a mixture of new build, conversion or renovation	Conversion or renovation
£25,000,000	£5,000,000

The overall limit for sections 2 and 3 is used up as we accept claims made by you, your neighbours and previous owners under sections 2 and 3 of your and your neighbours' Buildmark.

Apartment limit for sections 2 and 3	
This is a sublimit for the overall limit (shown in the table above) we will pay, whether we have the work carried out or make a payment, for all claims we accept for just your apartment under sections 2 and 3 of Buildmark.	
New build	Conversion or renovation
<p>The lower of:</p> <ul style="list-style-type: none"> the remaining overall limit for sections 2 and 3 when you make your claim or the original purchase price, up to £1,000,000 	<p>The lower of:</p> <ul style="list-style-type: none"> the remaining overall limit for sections 2 and 3 when you make your claim or the original purchase price, up to £500,000

The apartment limit for sections 2 and 3 (shaded green in the table above) is the most we will pay for all claims under sections 2 and 3 relating just to your apartment. It is part of the overall limit for sections 2 and 3 (shaded red in the table above) and is not on top of that limit.

On each anniversary of the completion date, each limit is increased by 5% of the original limit (not 5% of the current limit). We then deduct the amounts we have paid or have to pay for claims we have accepted.

Once any limit is used up, we will not accept any further claims.

Contact us if you would like to know what the remaining financial limit is.

For reasonable alternative accommodation and storage we will pay up to 10% of the remaining financial limit when you claim (shaded green in the table above).

Insurance after the builder warranty period

Section 3

What you are covered for

This section protects you if there is physical damage to your apartment or the block because the builder failed to build the following part or parts of the block to 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 block.
- 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 block, if they fail to support normal loads.
- Retaining walls, if they are necessary for the block to be stable.
- Double- or triple-glazing panes to outside windows and outside doors, if these were newly installed at the completion date.
- Drainage below the ground, if you are responsible for it.

When you can claim

You can claim under this section during the following periods.

- For physical damage to just your apartment, during the period from the end of the two-year builder warranty period under section 2 to the 10th anniversary of the completion date for your apartment.
- For physical damage to the block, during the period from the end of the three-year builder warranty period under section 2 to the 10th anniversary of the completion date of the first apartment in the block to pass its completion date. Contact us if you do not know what date this is.

Who to contact

Contact our claims team and tell us if you think there is physical damage to your apartment or the block.

What you need to do

You should contact us as soon as you reasonably can and take reasonable steps to keep any damage to your apartment or the block to a minimum.

If we ask you to, you must do everything you reasonably can to:

- allow access to your apartment during normal working hours to carry out investigations and work;
- get permission to access the block and neighbouring property and get any other permission needed to allow investigations and work; and
- give any information and help that is 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 any of the things on the previous page, contact us and we will try to help.

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

What we will do

Claims for your apartment

We will arrange to repair the damage to your apartment.

If, in order to do the work, we need to move you and your household, or your tenants, out of your apartment, we will also pay for reasonable alternative accommodation and storage for possessions that need to be removed from your apartment.

Or, if we choose, we will pay:

- what it would have cost us to do the work and provide reasonable alternative accommodation and storage; or
- the remainder of the apartment limit for sections 2 and 3 when you make the claim;

whichever is lower.

We will not accept a claim for the apartment under section 3 if the amount we would have to pay, whether we have the work carried out or make a payment, would be below the minimum claim value for the apartment (see table below).

Minimum claim value for your apartment

2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
£1,600	£1,650	£1,700	£1,750	£1,800	£1,850	£1,900	£1,950	£2,000	£2,050

Claims for the block

We will arrange to repair the damage to the block.

If, in order to do the work, we need to move you and your household, or your tenants, out of your apartment, and move any of your neighbours, or their tenants, out of their apartments, we will also pay for reasonable alternative accommodation and storage for possessions that need to be removed from your and your neighbours' apartments.

Or, if we choose, we will calculate:

- what it would have cost us to do the work and provide reasonable alternative accommodation and storage; and
- the remainder of the overall limit for sections 2 and 3 when you make the claim.

We will take the lower of the two amounts and divide it between you and your neighbours. We will then pay each of you an amount in proportion to the amount that you would each be asked to contribute towards the cost of the work under your leases or maintenance agreements (or, in Scotland, under the title deeds of your apartments).

We will not accept a claim for the block under section 3 if the amount we would have to pay would be below the minimum claim value for the block (see table opposite).

Minimum claim value for the block

Number of apartments in the block	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2	£3,200	£3,300	£3,400	£3,500	£3,600	£3,700	£3,800	£3,900	£4,000	£4,100
3	£4,800	£4,950	£5,100	£5,250	£5,400	£5,550	£5,700	£5,850	£6,000	£6,150
4	£6,400	£6,600	£6,800	£7,000	£7,200	£7,400	£7,600	£7,800	£8,000	£8,200
5	£8,000	£8,250	£8,500	£8,750	£9,000	£9,250	£9,500	£9,750	£10,000	£10,250
6	£9,600	£9,900	£10,200	£10,500	£10,800	£11,100	£11,400	£11,700	£12,000	£12,300
7	£11,200	£11,550	£11,900	£12,250	£12,600	£12,950	£13,300	£13,650	£14,000	£14,350
8	£12,800	£13,200	£13,600	£14,000	£14,400	£14,800	£15,200	£15,600	£16,000	£16,400
9	£14,400	£14,850	£15,300	£15,750	£16,200	£16,650	£17,100	£17,550	£18,000	£18,450
10	£16,000	£16,500	£17,000	£17,500	£18,000	£18,500	£19,000	£19,500	£20,000	£20,500
More than 10	£16,000	£16,500	£17,000	£17,500	£18,000	£18,500	£19,000	£19,500	£20,000	£20,500

What is not covered under this section - conditions and exclusions

You cannot claim for the following under section 3.

- Damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless the damage results in water getting into the block.
- Cracking, spalling (a chip, fragment, or flake of masonry coming off the block), or mortar erosion, unless it affects the structural stability of the block or means 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 (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 because they do not produce enough heat or electricity

You cannot claim for something under this section if you can claim for it under section 2 (see pages 11 - 14) or if you could have made a claim under section 2 when you first knew about the problem.

Other things that are not covered by Buildmark are explained on page 25.

Financial limits (sections 2 and 3)

The limits below are the total amounts we will pay throughout the period of the Buildmark cover for all claims made under sections 2 and 3 of your and your neighbours' Buildmark combined.

Overall limit for sections 2 and 3	
This is the total amount we will pay, whether we have the work carried out or make a payment, for all claims we accept for the block and the land under sections 2 and 3 of your and your neighbours' Buildmark.	
New build or a mixture of new build, conversion or renovation	Conversion or renovation
£25,000,000	£5,000,000

The overall limit for sections 2 and 3 is used up as we accept claims made by you, your neighbours and previous owners under sections 2 and 3 of your and your neighbours' Buildmark.

Apartment limit for sections 2 and 3	
This is a sublimit for the overall limit (shown in the table above) that we will pay, whether we have the work carried out or make a payment, for all claims we accept for just your apartment under sections 2 and 3 of Buildmark.	
New build	Conversion or renovation
<p>The lower of:</p> <ul style="list-style-type: none"> the remaining overall limit for sections 2 and 3 when you make your claim or the original purchase price, up to £1,000,000 	<p>The lower of:</p> <ul style="list-style-type: none"> the remaining overall limit for sections 2 and 3 when you make your claim or the original purchase price, up to £500,000

The apartment limit for sections 2 and 3 (shaded green in the table above) is the most we will pay for all claims under sections 2 and 3 relating just to your apartment. It is part of the overall limit for sections 2 and 3 (shaded red in the table above) and is not on top of that limit.

On each anniversary of the completion date, each limit is increased by 5% of the original limit (not 5% of the current limit). We then deduct the amounts we have paid or have to pay for claims we have accepted.

Once any limit is used up, we will not accept any further claims.

Contact us if you would like to know what the remaining financial limit is.

For reasonable alternative accommodation and storage we will pay up to 10% of the remaining financial limit when you claim (shaded green in the table above).

Insurance for Building Regulations

Section 4

What you are covered for

This section protects you if there is an immediate danger to your or your neighbours' physical health or safety because the builder failed to meet the following Building Regulations when your apartment and the block were built.

- 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)

This section will only apply if we, through our subsidiary (NHBC Building Control Services Limited), provided the building control service for the block. If we did, this will be stated on the Buildmark certificate for your apartment.

When you can claim

You can claim under this section during the period from the end of the three-year builder warranty period for the block and the land under section 2 to the 10th anniversary of the completion date of the first apartment in the block to pass its completion date. Contact us if you do not know what date this is.

Who to contact

Contact our claims team and tell us if you think there is an immediate danger to someone's physical health or safety.

What you need to do

You should contact us as soon as possible and take reasonable steps to keep any damage to your apartment or the block to a minimum.

If we ask you to, you must do everything reasonably possible to:

- allow access to your apartment during normal working hours to carry out investigations and work;
- get permission to access the block and neighbouring property 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.

If you have difficulty doing any of the things above, contact us and we will try to help.

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

What we will do

We will arrange to do the work needed to meet the Building Regulations that applied when the block was built.

If, in order to do the work, we need to move you and your household, or your tenants, out of your apartment, and move any of your neighbours, or their tenants, out of their apartments, we will also pay for reasonable alternative accommodation and storage for possessions that need to be removed from your and your neighbours' apartments.

Or, if we choose, we will calculate:

- what it would have cost us to do the work and provide reasonable alternative accommodation and storage; and
- the remainder of the overall limit for section 4 when you make the claim.

We will take the lower of the two amounts and divide it between you and your neighbours. We will then pay each of you an amount in proportion to the amount that you would each be asked to contribute towards the cost of the work under your leases or maintenance agreements (or, in Scotland, under the title deeds of your apartments).

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 sections 2 or 3 (see pages 11-18) or if you could have made a claim under section 2 or 3 when you first knew about the problem.

There are some things that are not our responsibility, as explained on page 25.

Financial limits

The limits below are the total amounts we will pay for all claims made under section 4 of your and your neighbours' Buildmark.

Overall limit for section 4	
This is the total amount we will pay, whether we have the work carried out or make a payment, for all claims we accept, under section 4 of your and your neighbours' Buildmark.	
New build or a mixture of new build, conversion or renovation	Conversion or renovation
£25,000,000	£5,000,000

The overall limit for section 4 is used up as we accept claims made by you, your neighbours and previous owners under section 4 of your and your neighbours' Buildmark.

On each anniversary of the completion date, each limit is increased by 5% of the original limit (not 5% of the current limit). We then deduct the amounts we have paid or have to pay for claims we have accepted. If any limit is used up, it will not be increased.

Contact us if you would like to know what the remaining financial limit is.

For reasonable alternative accommodation and storage we will pay up to 10% of the remaining financial limit when you claim (shaded pink in the table above).

Insurance for contaminated land

Section 5

What you are covered for

This section protects you if a statutory notice is or could be issued because of contamination in or on the land.

When you can claim

You can claim under this section during the period from the end of the three-year builder warranty period for the block and the land under section 2 to the 10th anniversary of the completion date of the first apartment in the block to pass its completion date. Contact us if you do not know what date this is.

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 you need to do

You should contact us as soon as possible.

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

What we will do

We will 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.

If, in order to do the work, we need to move you and your household, or your tenants, out of your apartment, and move any of your neighbours, or their tenants, out of their apartments, we will also pay for reasonable alternative accommodation and storage for possessions that need to be removed from your and your neighbours' apartments.

Or, if we choose, we will calculate:

- what it would have cost us to do the work and provide reasonable alternative accommodation and storage; and
- the remainder of the overall limit for section 5 when you make the claim.

We will take the lower of the two amounts and divide it between you and your neighbours. We will then pay each of you an amount in proportion to the amount that you would each be asked to contribute towards the cost of the work under your leases or maintenance agreements (or, in Scotland, under the title deeds of your apartments).

What is not covered under this section - conditions and exclusions

You can only claim if there was contamination on or in the land on the completion date and this could have resulted in a statutory notice being issued under any law or official guidance in force at that time.

You cannot claim for something under this section if you can claim for it under sections 2, 3 or 4 (pages 11-20) or if you could have made a claim under section 2, 3 or 4 when you first knew about the problem.

There are some things that are not our responsibility, as explained on page 25.

Financial limits

The limits below are the total amounts we will pay for all claims made under section 5 of your and your neighbours' Buildmark.

Overall limit for section 5	
This is the total amount we will pay, whether we have the work carried out or make a payment, for all claims we accept, under section 5 of your and your neighbours' Buildmark.	
New build or a mixture of new build, conversion or renovation	Conversion or renovation
£25,000,000	£5,000,000

The overall limit for section 5 is used up as we accept claims made by you, your neighbours and previous owners under section 5 of your and your neighbours' Buildmark.

On each anniversary of the completion date, each limit is increased by 5% of the original limit (not 5% of the current limit). We then deduct the amounts we have paid or have to pay for claims we have accepted. If any limit is used up, it will not be increased.

Contact us if you would like to know what the remaining financial limit is.

For reasonable alternative accommodation and storage we will pay up to 10% of the remaining financial limit when you claim (shaded pink in the table above).

Summary of financial limits

The limits that apply to your apartment, the block and the land for claims under each section of your and your neighbours' Buildmark are summarised in the table below.

Limits are used up as we accept claims. If you are not the first owner of your apartment, the limits may already have been partly or fully used up by claims from previous owners. The overall limits may also be used up by claims made by your neighbours under their Buildmark.

Contact us if you would like to know what the remaining financial limits are for your apartment, the block and the land.

	Limits that apply to your apartment		Overall limits	
	New build	Conversion	New build or a mixture of new build, conversion or renovation	Conversion or renovation
Section 1	10% of the original purchase price or £100,000, whichever is lower		Does not apply	
Section 2 and 3 combined	The lower of: <ul style="list-style-type: none"> the remaining overall limit for sections 2 and 3 when you make the claim or the original purchase price, up to £1,000,000 	The lower of: <ul style="list-style-type: none"> the remaining overall limit for sections 2 and 3 when you make the claim or the original purchase price, up to £500,000 	£25,000,000 in total for all claims made under your or your neighbours' Buildmark	£5,000,000 in total for all claims made under your or your neighbours' Buildmark
Section 4	Does not apply		£25,000,000 in total for all claims made under your or your neighbours' Buildmark	£5,000,000 in total for all claims made under your or your neighbours' Buildmark
Section 5	Does not apply		£25,000,000 in total for all claims made under your or your neighbours' Buildmark	£5,000,000 in total for all claims made under your or your neighbours' Buildmark

Each section of this policy (apart from sections 2 and 3 which are combined) provide extra levels of cover, as shown in the table above.

The apartment limit for sections 2 and 3 is the most we will pay for all claims under sections 2 and 3 relating just to your apartment. It is part of the overall limit for sections 2 and 3 and is not on top of that limit.

Allowing for inflation

On each anniversary of the completion date, the limits that apply for claims under sections 2, 3, 4 (if applicable) and 5 are increased by 5% of the original limits (not the current limits). We then deduct the amounts we have paid or have to pay for claims we have accepted.

How we calculate what we have to pay

If we have to pay for a claim you make, 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 because it does not match a replacement item provided under Buildmark; or
- be responsible for costs resulting from your unreasonable delay in making a claim.

Alternative accommodation

For reasonable alternative accommodation and storage we will pay up to 10% of the remaining financial limit, from the relevant section of cover, when you claim.

General conditions and exclusions

Buildmark does not protect you against every event or circumstance – it only protects you against the events and circumstances set out in this document.

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

1. Anything that the Buildmark 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.
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 your apartment and for which you agreed a reduction in the price or were compensated in some other way.
6. Anything done to your apartment, the block or the land after the completion date, except for work we or the builder have done to meet the responsibilities we or they have under Buildmark.
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 which are used to help with surface-water drainage).
9. Damage caused by anything which is not part of your apartment, the block 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 (expansion and contraction as a result of temperature changes) and movement between different types of materials that is not a result of the builder failing to meet the NHBC requirements.
14. The builder failing to get planning permission, or failing to build in line with planning permission.
15. Reduction in the value of your apartment, the block or the land.
16. Not being able to use or enjoy your apartment, the block or the land, financial loss (such as loss of rent or other income), inconvenience and distress.
17. Death or injury (including injury to mental health).
18. The cost of getting professional advice in connection with your claim (unless we asked you to).
19. Anything relating to 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, please contact us to check.

General information

The law that applies to Buildmark

Under European law, we and the first owner may together choose which law will apply to Buildmark. Unless we and the first owner agreed otherwise at the time they accepted the Buildmark offer, the law that applies is the law that applies where your apartment is.

Your rights under Buildmark 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 builder or anyone else in connection with your apartment.

Selling your apartment

Each owner automatically has the benefit of the protection provided by Buildmark, under the terms and conditions in this document.

You should pass on all Buildmark documents to future owners of your apartment.

Under these terms and conditions, when you sell your apartment, you:

- have the right to continue with any claim made before the sale is completed (but may transfer that right to the new owner); and
- have no right to make new claims after the sale is completed.

Your right to cancel

Within 14 days from accepting the Buildmark offer, the first owner has the right to cancel Buildmark. If you want to cancel, tell us in writing (by email or letter). If you cancel, you will have no protection provided by Buildmark.

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 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

Visit nhbc.co.uk
or call **0800 035 6422**

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 can refer to the Financial Ombudsman Service if you are not satisfied with our final response to your complaint.

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 your privacy

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

We may:

- need to pass on personal information such as your name and address to the builder or to a 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 future owner and your neighbours about claims you made, if that affects what the future owner and your neighbours can claim.

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 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 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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