



**Applies to newly built,
converted or renovated
homes registered with
NHBC from 1 April 2017**

Buildmark



Raising Standards. Protecting Homeowners

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 8.30 to 17.30)



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 8.30 to 17.30)

Visit:
nhbc.co.uk
Email:
cssupport@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 8.30 to 17.30)

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

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

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Welcome

Buildmark is specially designed for newly built, converted or renovated homes. It provides varying levels of protection for the first owner and any later owners too. We (National House-Building Council, also known as NHBC) and the builder of your home provide Buildmark.

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

We recommend 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, you can contact us to check what protection you have for your home.

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 by Buildmark. You can contact us for help if you are not sure. Cover for not meeting Building Regulations is only given if we provided the building control service for your home.

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

Typical example of Buildmark

(see note below)

From exchange of contracts up to the completion date

Your deposit is protected if, for example, the builder becomes insolvent. 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 home is 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, insurance for the Building Regulations and insurance for contaminated land \(pages 14 to 19\)](#) for more information.

Introduction to Buildmark

Buildmark helps protect you against certain problems with your home and your land resulting from the builder:

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

The protection provided for your deposit under section 1 (see page 10) comes into force when you exchange contracts and stops on the completion date for your home.

Sections 2, 3, 4 (if appropriate) and 5 come into force on the completion date for your home.

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

- there are some things that are not our responsibility, as explained on page 22
- there are limits to how much we will pay, as explained in each section and summarised on page 20
- some or all of the Buildmark protection may be used up, as explained in each section and summarised on page 20.

Buildmark does not protect you against things such as loss or damage to your home or contents resulting from fire, flood, storms, theft or accidental damage. We recommend that you take out separate insurance for these things.

If your home is in a continuous structure, protection provided by Buildmark may differ from responsibilities under your lease agreement for maintenance and repair.

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.

Instead, we apply a minimum claim value to section 3 (as shown on page 14). 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. However, 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.

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 nhbc.co.uk. Or you can contact us for a free copy of the Standards.

We aim to inspect your home at key stages while it is being built. If we are satisfied with the standard of work we see during our inspections, we will issue a Buildmark confirmation of cover to the builder when your home is completed. We will also issue a Buildmark certificate to the first owner when they accept the Buildmark offer. If you are not the first owner of the home and you were not provided the Buildmark certificate upon purchase, please contact us.

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 home.

Meanings of key words and phrases

Certain words or phrases used throughout this document have a specific meaning, as summarised below;

builder	The person, firm or company referred to in the Buildmark offer and on the Buildmark certificate who is responsible for building your home.
builder warranty period	The two years from the completion date, except for shared parts. For shared parts, the builder warranty period is three years from the first completion date of the homes that are protected by Buildmark and similar protection we provide to your neighbours who share the shared parts.
building, builds, built	This means newly built, newly converted or renovated homes.
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 legislation that applies to the construction of your home.
Buildmark	The protection we and the builder provide for your home, as explained in this document.
Buildmark certificate	The certificate we issue to the first owner to confirm a home 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 (if appropriate) and 5.
Buildmark offer	The offer of protection with Buildmark we make to the first owner.
completion date	<p>This is the later of the following dates</p> <ul style="list-style-type: none">• The date of legal completion of the purchase by the first owner (or, in Scotland, the date of entry).• The date of the Buildmark confirmation of cover. <p>However, if a builder builds a home under a building contract (for example, on land owned by or to be bought separately by the first owner) or someone is living in a property before the date of legal completion (or, in Scotland, the date of entry) of the purchase by the first owner, the completion date is always the date of the Buildmark confirmation of cover.</p>
continuous structure	A structure containing two or more homes. For example, we would treat a terrace of houses as one continuous structure, but we would treat two apartment blocks joined by a bridge, walkway or an underground car park as two continuous structures.
contract	The contract (or, in Scotland, missive) between the builder and the first owner of a home to buy from the builder, or for the builder to build, the home referred to in the Buildmark offer.

deposit	The amount you paid the builder as part payment for the purchase price of your home.
development	An area that is covered by a single detailed planning permission or a series of permissions relating to continuous development by the builder.
home	<p>The residential property referred to in a Buildmark offer and Buildmark certificate, together with any of the following which are sold or provided under the contract:</p> <ol style="list-style-type: none"> The shared parts. The parts of the plumbing and drainage system serving the property, which the owner is responsible for. The garages, permanent outbuildings, retaining walls and boundary walls. The external handrails and balustrades, paths, driveways, gardens and paved areas that were newly built by the builder at the completion date. 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 that was newly installed in the home, by the builder at the completion date and that is for your use only.
insolvent	<p>The builder is insolvent if they:</p> <ul style="list-style-type: none"> are declared bankrupt (or, in Scotland, sequestrated) are in 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 undertakings are the subject of any other insolvency procedure or have a judicial factor appointed to their business have, in our opinion, stopped trading.
land	The ground that surrounds and supports your home and was sold with your home to the first owner under the contract.
load-bearing floors	The structural parts of the floors in the main structure, but not including the floor coverings (such as floor tiles) and their fixings (for example, grout and adhesive).
main structure	<p>The following parts of your home:</p> <ul style="list-style-type: none"> Your house, flat or maisonette. In the case of a flat or maisonette, the structure of the building your home is in. The garages and permanent outbuildings.
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.

NHBC requirements	<p>R1, R2, R3, R4 and R5 of the mandatory NHBC Technical Requirements contained in the NHBC Standards, which are as follows (as taken from the NHBC Standards):</p> <p>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.</p> <p>R2. Design and specification shall provide satisfactory performance.</p> <p>R3. All materials, products and building systems shall be suitable for their intended purpose.</p> <p>R4. All work shall be carried out in a proper, neat and workmanlike manner.</p> <p>R5. Structural design shall be carried out by suitably qualified persons in accordance with British Standards and Codes of Practice.</p> <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 home.</p>
original purchase price	The purchase price for the home that was paid (or will be paid) by or on behalf of the first owner under the contract, or the agreed contract price for the construction of the home as noted in the contract with the builder, if the first owner entered into a contract with the builder to build the home.
owner, you, your	The person (or people) who entered into the contract for your home, or any person (or people) who take over the freehold, commonhold or leasehold title of the property, or, where this applies, any mortgage provider who has taken possession of your home.
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 what they should do to meet their responsibilities under Buildmark.
shared parts (also known as common parts)	<p>The property, as set out below, that you and the owners of any other homes with Buildmark are responsible for maintaining and repairing, when that responsibility comes with your or their home:</p> <ul style="list-style-type: none"> • In the case of a flat or maisonette, the structure of the building your home is in. • The drainage system serving your home. • The garages, permanent outbuildings, retaining walls and boundary walls. • The external handrails and balustrades, paths, driveways, gardens and paved areas that were newly built by the builder at the completion date. <p>The shared parts do not include any heating system, shared by more than one home.</p>
statutory notice	<p>A notice served by an enforcement body under:</p> <ul style="list-style-type: none"> • 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 • any legislation which amends or replaces any of the legislation above and which requires you to take action to put right contamination.

Making a claim

What you need to do

You need to take all reasonable steps to minimise loss and damage to your home, including contacting NHBC as soon as possible to discuss your claim.

If we or the builder ask you to, you must:

- allow access to your home and your land during normal working hours to carry out investigations and work
- get permission to access neighbouring land and get any other permission needed to allow investigations and work
- give any information and help that is reasonably needed for us to deal with your claim.

We may ask you to carry out some initial investigations, such as:

- send us photographs of the problem
- 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 these things, contact us and we will try to help.

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

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
- we will not pay to replace an undamaged item because it does not match a replacement item provided under Buildmark
- we will not be responsible for costs resulting from your unreasonable delay in making a claim nor from failure to observe any of the requirements in the 'What you need to do' section above.

If your Buildmark offer has not been accepted, this must be done before a claim can be settled.

Claims involving shared parts

If we accept a claim involving shared parts, we will be responsible for having the work done to put things right if you and all your neighbours who share the shared parts all want us to, and we would be responsible for the cost of all the work under Buildmark and similar protection we provide for your neighbours.

In all other circumstances, unless we agree otherwise, we will pay you up to the amount that you are required to contribute towards the cost of repairs under your lease or maintenance agreement or, if in Scotland, under the title deeds of your home.

For claims involving shared parts, all the same terms apply as for other claims under the relevant section of Buildmark (which follow).

For claims under section 3 involving shared parts, the minimum claim value (see page 14) applies to your share of the cost. We may still pay or take responsibility for having work done to the shared parts, even if your share of the cost is less than the minimum claim value. We will do this if the total cost to us of the work we are responsible for paying for under Buildmark and similar protection we provide for your neighbours is more than 10 times the minimum claim value.

Insurance before completion

Section 1

What you are covered for

This section protects you if you lose your deposit or have to pay more to complete the building of your home because the builder is insolvent or commits fraud.

When you can claim

You can claim under this section after contracts are exchanged up to the completion date.

Who to contact

Contact us and tell us if you have lost your deposit or the builder has not completed your home.

What we will do

We will pay you either:

- your deposit
- the reasonable extra cost above the contract price for work necessary to complete your home to the NHBC requirements.

Or, we may take responsibility for having the work done to complete your home.

What is not covered under this section – conditions and exclusions

The insolvency or fraud that results in your claim must happen, or first be discovered, after you enter into the contract for the home and accept the Buildmark offer.

Some things are not our responsibility under Buildmark (as explained on page 22).

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 more than 10% of the original purchase price for the home, 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 home, or when preparing your 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 tell the builder about their failure to meet the NHBC requirements during the two years from the completion date, except for shared parts.

For shared parts, you can claim under this section if you tell the builder they have failed to meet the NHBC requirements during the three years from the first completion date of the homes that are protected by Buildmark and similar protection we provide to your neighbours who share the shared parts.

Who to contact

Contact the builder and tell them if you think they failed to meet the NHBC requirements when building your home or when preparing your land.

You must do this as soon as you reasonably can. We recommend that you do this by email or letter and that you keep a detailed record of what you said, and who you wrote or spoke to 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 the builder must do

If you tell the builder during the builder warranty period that they have failed to meet the NHBC requirements, they must put this right within a reasonable time. This includes:

- repairing physical damage to your home resulting from their failure
- taking action to 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
- paying for the reasonable cost of removing and storing your possessions and alternative accommodation, if necessary, while work is being done.

What we will do

If, after you contact the builder, they do not put things right, please contact us.

- We will offer to provide our free resolution service. However, you may choose to take the builder to court before or after using our resolution service.
- If the builder still does not put things right after the resolution service or a court judgement says they should, you are protected by the NHBC guarantee (see page 14).
- When you tell them about a problem during the builder warranty period, the builder remains responsible for dealing with it even after that period ends. You can also claim under the NHBC guarantee.

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 investigate and then decide what the builder must do to meet their responsibilities.

We will then tell you and the builder what we decide in a written resolution report.

Our guarantee

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

If the builder does not meet these responsibilities, we will do so on their behalf. Or, if we choose to, we will pay you what it would cost us to have the work done.

What is not covered under this section – conditions and exclusions

A resolution report is binding on the builder but not on you.

If the builder does not meet their responsibilities, you may choose to take them to court if you disagree with the decision in our resolution report or if you choose not to use the resolution service. If you do begin a court case, the NHBC guarantee only applies to the decisions about the builder's responsibilities made in a judgement (or, in Scotland, a decree) against the builder in the courts of the United Kingdom or the Isle of Man, if the court has given the judgement or decree after considering the merits of your claim.

We can only help with disputes about the builder's failure to build your home to meet the NHBC requirements and if you accept the resolution report in full. We cannot help with other matters such as disputes over boundaries, planning and contractual and financial matters.

You cannot claim for something under the NHBC guarantee if you can claim for it under section 1 (see page 10) or if you could have done when you first knew about it.

Some things are not the builder’s responsibility under Buildmark (see page 22).

Financial limits (sections 2 and 3 combined)

The limits below are the total amounts we will pay for all claims made under sections 2 and 3 of Buildmark.

These limits are used up as we accept claims. If you are not the first owner of your home, the limits may already have been partly or fully used up by claims from earlier owners.

On each anniversary of the completion date, the limits are 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.

Contact us if you would like to know what the remaining financial limits are.

Limits that apply to your home		Overall limits for the continuous structure that includes your home (if this applies)	
New build	Conversion or renovation	New build or a mixture of new build, conversion or renovation	Conversion or renovation
The original purchase price, up to £1,000,000	The original purchase price, up to £500,000	£25,000,000	£5,000,000

For removing and storing your possessions and for alternative accommodation, we will pay up to 10% from the available financial limit (shaded green in the table above).

Overall limits for the continuous structure that includes your home (where this applies)

If your home is in a continuous structure, there are overall limits that will apply (shaded blue in the table above). This is the maximum amount we will pay for all claims you make under sections 2 and 3, as well as claims other people in the continuous structure make under Buildmark or similar protection we provide. We deal with all claims in the order they are made. When the overall limit is reached, we will be unable to pay any further claims.

If your home is in a continuous structure, the limit that applies to your home is included within the overall limit for the continuous structure.

Insurance after the builder warranty period

Section 3

What you are covered for

This section protects you if there is physical damage to your home because the builder failed to build the following parts of your home to meet 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 main structure.
- Staircases, floor decking (for example, floorboards) and screeds (for example, a cement-based top layer applied to the structural floor) to the inside of the main structure, if they fail to support normal loads.
- Retaining walls, if they are necessary for the main structure to be stable.
- Double- or triple-glazing panes to outside windows and outside doors in the main structure, if these are 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 eight years after the builder warranty period ends.

Who to contact

Contact us and tell us if you think there is physical damage to your home.

What we will do

We will take responsibility for having the work done to put right the physical damage to your home, as long as the cost to us is above the minimum claim value.

Or, if we choose to, we will pay you what it would cost us to have the work done if it is above the minimum claim value.

We will also pay for the reasonable cost to us of removing and storing your possessions and alternative accommodation, if necessary, while this work is being done.

Minimum claim value

The following table shows you the minimum claim value amount for any claim that you make in a particular year against your Buildmark cover.

Year of claim	2019	2020	2021	2022	2023	2024	2025	2026
Minimum claim value	£1,600	£1,650	£1,700	£1,750	£1,800	£1,850	£1,900	£1,950

For claims involving shared parts, the minimum claim value applies to your share of the cost. We may still pay or take responsibility for having work done to the shared parts, even if your share of the cost is less than the minimum claim value. We will do this if the total cost to us of the work we are responsible for paying for under Buildmark and similar protection we provide for your neighbours is more than 10 times the minimum claim value.

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or call **0800 035 6422**

What is not covered under this section – conditions and exclusions

You cannot claim for the following:

- Damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless the damage results in water getting into your home.
- Cracking, spalling (a chip, fragment or flake of masonry coming off the main structure), or mortar erosion that does not weaken the structural stability of your home or mean that it is no longer weathertight.
- 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 home.
- Damage which only affects floor coverings (such as tiling, laminate 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 just because they do not produce sufficient heat or electricity.

You cannot claim for something under this section if you can claim for it under section 2 (see page 11), or if you could have done when you first knew about the problem.

Some things are not our responsibility under Buildmark (see page 22).

Financial limits (sections 2 and 3 combined)

The limits below are the total amounts we will pay for all claims made under sections 2 and 3 of Buildmark.

These limits are used up as we accept claims. If you are not the first owner of your home, the limits may already have been partly or fully used up by claims from previous owners.

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

Contact us if you would like to know what the remaining financial limits are.

Limits that apply to your home		Overall limits for the continuous structure that includes your home (if this applies)	
New build	Conversion or renovation	New build or a mixture of new build, conversion or renovation	Conversion or renovation
The original purchase price, up to £1,000,000	The original purchase price, up to £500,000	£25,000,000	£5,000,000

For removing and storing your possessions and for alternative accommodation, we will pay up to 10% from the available financial limit (shaded green in the table above).

Overall limits for the continuous structure that includes your home (where this applies)

If your home is in a continuous structure, there are overall limits that will apply (shaded blue in the table above). This is the maximum amount we will pay for all claims you make under sections 2 and 3, as well as claims other people in the continuous structure make under Buildmark or similar protection we provide. We deal with all claims in the order they are made. When the overall limit is reached, we will be unable to pay any further claims.

If your home is in a continuous structure, the limit that applies to your home is included within the overall limit for the continuous structure.

Insurance for Building Regulations

Section 4

This section will only apply if we provided the building control service for your home. If we did, this will be stated on the Buildmark certificate for your home.

Building control is the process of helping builders make sure that they meet the Building Regulations set by the Government. By law, either a local authority or a private-sector 'approved inspector', licensed by the Construction Industry Council, must provide building control services.

What you are covered for

This section protects you if there is an immediate danger to someone's physical health or safety because the builder failed to meet the following Building Regulations when building the main structure of your home:

- 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).

When you can claim

You can claim under this section during the eight years after the builder warranty period ends.

Who to contact

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

What we will do

We will take responsibility for having the work done to meet the Building Regulations.

Or, if we choose to, we will pay you what it would cost us to have the work done.

We will also pay for the reasonable cost to us of removing and storing your possessions and alternative accommodation, if necessary, while this work is being done.

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 and 14) or if you could have done when you first knew about it.

Some things are not our responsibility under Buildmark (see page 22).

Financial limits

The limits below are the total amounts we will pay for all claims made under this section of Buildmark.

These limits are used up as we accept claims. If you are not the first owner of your home, the limits may already have been partly or fully used up by claims from previous owners.

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

Contact us if you would like to know what the remaining financial limits are.

Limits that apply to your home		Overall limits for the continuous structure that includes your home (where this applies)	
New build	Conversion or renovation	New build or a mixture of new build, conversion or renovation	Conversion or renovation
The original purchase price, up to £1,000,000	The original purchase price, up to £500,000	£25,000,000	£5,000,000

For removing and storing your possessions and for alternative accommodation, we will pay up to 10% from the available financial limit (shaded green in the table above).

Overall limits for the continuous structure that includes your home (where this applies)

If your home is in a continuous structure, there are overall limits that will apply (shaded blue in the table above). This is the maximum amount we will pay for all claims you make under this section as well as claims other people in the continuous structure make under Buildmark or similar protection we provide. We deal with all claims in the order they are made. When the overall limit is reached, we will be unable to pay any further claims.

If your home is in a continuous structure, the limit that applies to your home is included within the overall limit for the continuous structure.

Insurance for contaminated land

Section 5

What you are covered for

This section protects you if you receive a statutory notice for your land or a statutory notice could be issued because of the condition of your land.

When you can claim

You can claim under this section during the eight years after the builder warranty period ends.

Who to contact

Contact us and tell us if you receive a statutory notice for your land or you think the condition of your land means that a statutory notice could be issued.

What we will do

We will take responsibility for having the work done to treat, isolate or remove contamination from your land in line with the statutory notice you have received or, if you have not received one, so that the condition of your land improves to prevent a statutory notice being issued.

Or, if we choose to, we will pay you what it would cost us to have the work done.

We will also pay for the reasonable cost to us of removing and storing your possessions and alternative accommodation, if necessary, while this work is being done.

What is not covered under this section – conditions and exclusions

You can claim only if there was contamination on or in your land on the completion date and this could have resulted in a statutory notice being issued under legislation 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, 14, 16 and 18) or if you could have done when you first knew about it.

Some things are not our responsibility under Buildmark (see page 22).

Financial limits

The limits below are the total amounts we will pay for all claims made under this section of Buildmark.

These limits are used up as we accept claims. If you are not the first owner of your home, the limits may already have been partly or fully used up by claims from previous owners.

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

Contact us if you would like to know what the remaining financial limits are.

Limits that apply to your land		Overall limits for the development that includes your land (where this applies)	
New build	Conversion or renovation	New build or a mixture of new build, conversion or renovation	Conversion or renovation
The original purchase price, up to £1,000,000	The original purchase price, up to £500,000	£25,000,000	£5,000,000

For removing and storing your possessions and for alternative accommodation, we will pay up to 10% from the available financial limit (shaded green in the table above).

Overall limits for the development that includes your land (where this applies)

If your land is in a development, there is an overall limit that will apply (shaded red in the table above). This is the maximum amount we will pay for all claims you make under this section, as well as claims other people in the development make under Buildmark or similar protection we provide. We deal with all claims in the order they are made. When the overall limit is reached, we will be unable to pay any further claims.

If your land is in a development, the limit that applies to your land is included within the overall limit for the development.

Summary of financial limits

The limits that apply to your home and your land for claims under each section of Buildmark are summarised in the table below. They are also included in each of the relevant sections of this document.

Limits are used up as we accept claims. If you are not the first owner of your home, the limits may already have been partly or fully used up by claims from previous owners.

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

	Limits that apply to your home and your land		Overall limits for the continuous structure that includes your home (where this applies)		Overall limits for the development that includes your land (where this applies)	
	New build	Conversion or renovation	New build or a mixture of new build, conversion or renovation	Conversion or renovation	New build or a mixture of new build, conversion or renovation	Conversion or renovation
Section 1 (page 10)	10% of the original purchase price or £100,000, whichever is lower					
Section 2 and 3 combined (pages 11 and 14)	The original purchase price, up to £1,000,000	The original purchase price, up to £500,000	£25,000,000	£5,000,000		
Section 4 (page 16)	The original purchase price, up to £1,000,000	The original purchase price, up to £500,000	£25,000,000	£5,000,000		
Section 5 (page 18)	The original purchase price, up to £1,000,000	The original purchase price, up to £500,000			£25,000,000	£5,000,000

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

Allowing for inflation

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

Alternative accommodation

For removing and storing your possessions and for alternative accommodation, we will pay up to 10% from the available financial limit (shaded green in the table on the previous page).

Overall limits for the continuous structure that includes your home (where this applies)

If your home is in a continuous structure, there are overall limits that will apply (shaded blue in the table on the previous page). This is the maximum amount we will pay for all claims you make under sections 2, 3 and 4, as well as claims other people in the continuous structure make under Buildmark or similar protection we provide. We deal with all claims in the order they are made. When the overall limit is reached, we will be unable to pay any further claims.

If your home is in a continuous structure, the limit that applies to your home is included within the overall limit for the continuous structure.

Overall limits for the development that includes your land (where this applies)

If your land is in a development, there is an extra overall limit that will apply (shaded red in the table on the previous page). This is the maximum amount we will pay for all claims you make under section 5, as well as claims other people in the development make under Buildmark or similar protection we provide. We deal with all claims in the order they are made. When the overall limit is reached, we will be unable to pay any further claims.

If your land is in a development, the limit that applies to your land is included within the overall limit for the development.

General conditions and exclusions

Buildmark does not protect you against every event or circumstance – it only protects you against the events covered 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 or through the courts.
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 home and for which you agreed a reduction in the price or were compensated for in some other way.
6. Anything done to your home 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 home, the shared parts 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 home or land.
16. Not being able to use or enjoy your home 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. However, unless we and the first owner agree otherwise at the time they accept the Buildmark offer, the law that applies is the law where your home is in the United Kingdom or the Isle of Man.

Your rights under Buildmark in addition 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 home.

Selling your home

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 any future owners of your home.

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

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

Your right to cancel

Within 14 days of 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 and regulated by the Financial Conduct Authority 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

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
- 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.

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

Call us now on:

0800 035 6422 or **01908 746 000**

(Monday to Friday 8.30 to 17.30)

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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