



Buildmark

Your warranty and insurance cover

Applies to newly built and converted homes
registered with NHBC from 1 August 2023





Welcome to NHBC Buildmark

Congratulations on buying your new home.

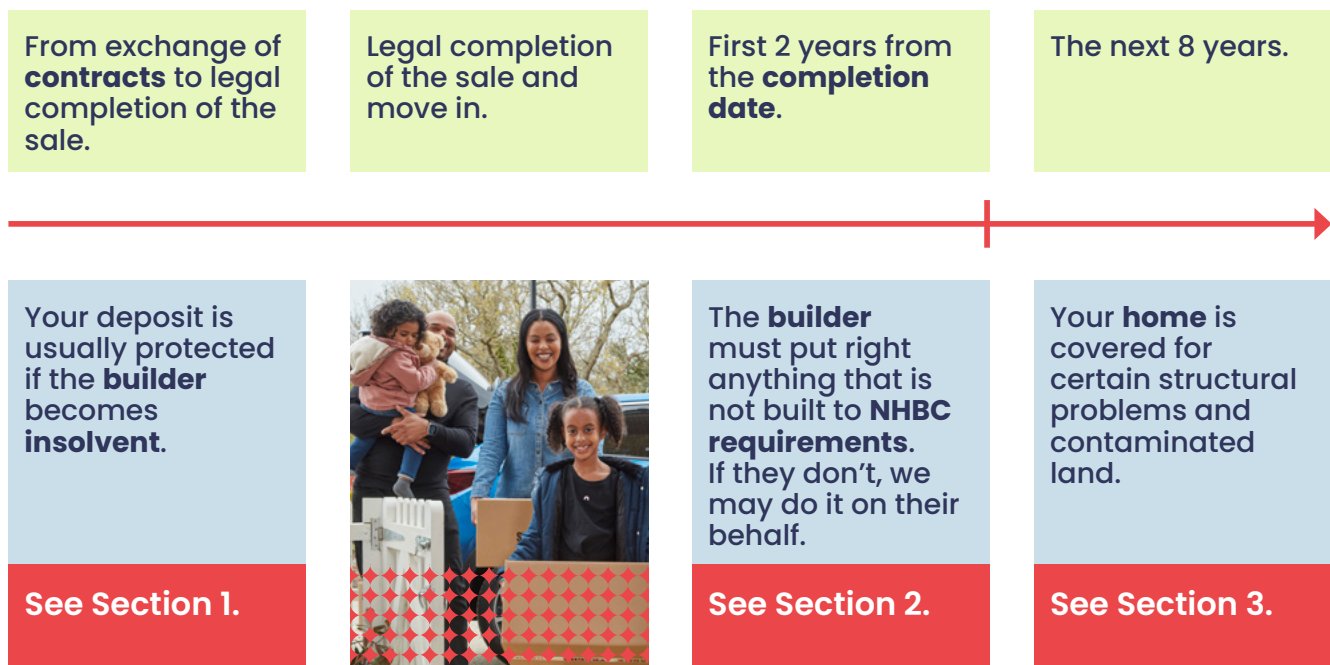
This is the policy booklet for the Buildmark warranty and insurance policy for your new home. This policy booklet, the **insolvency cover certificate, Buildmark certificate, policy schedule** and any **endorsements** together, are referred to as the **policy** and they contain the full terms and conditions (and exclusions) that apply to your **home**.

Your **policy schedule** will set out the start date and end date of the cover that applies to your **home** and any additional exclusions from cover or amendments to the terms and conditions set out in this policy booklet. Words and phrases that are shown in **bold** are defined on pages 12-16 of this booklet to help you understand the cover provided.

Your conveyancer will give you the documents relating to your **policy**. If you do not receive any documents, please contact us. Our contact details are on page 7.

The 'Summary of key information about Buildmark' on page 8 provides a summary of the main features of Buildmark. Buildmark is not designed to cover you for all damage or defects in your **home**. You should read your **policy** carefully, so you understand the extent and limitations of the cover provided to you for your **home**. You can contact us for help if you are not sure.

The diagram below shows how Buildmark works in typical circumstances (but not all circumstances).



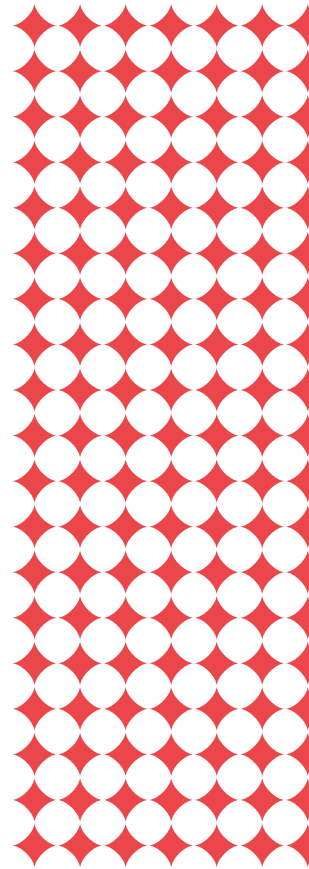
If you have any questions about Buildmark or your **policy**, please contact us.

We hope you enjoy your new home.



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Contact details

How to contact us

General enquiries



0344 633 1000

(Monday to Friday, 9am to 5pm)



ccsupport@nhbc.co.uk



nhbc.co.uk



**NHBC, NHBC House, Davy Avenue, Knowlhill,
Milton Keynes, Buckinghamshire, MK5 8FP**

Complaints



consumeraffairs@nhbc.co.uk

Who to contact and when

Before completion



For claims:

0800 035 6422

(Monday to Friday,
9am to 5pm)



**nhbc.co.uk/
homeowners/
claims**

During the builder warranty period

(shown on the policy schedule)

Contact the builder. If you can't find their details, or you need to use our **resolution service**, please contact us.

After the builder warranty period



For claims:

0800 035 6422

(Monday to Friday,
9am to 5pm)



**nhbc.co.uk/
homeowners/
claims**

Summary of key information about Buildmark

This summary includes the main features of Buildmark. The full terms and conditions are set out in the rest of this policy booklet, along with your **Buildmark certificate** and **policy schedule**.

Your NHBC Buildmark **policy** is split into 3 sections, each providing a different period of cover.

	Section 1 Builder insolvency before completion	Section 2 Builder warranty
What you are covered for	Losing your deposit or having to pay more to complete the building of your home , as a result of the builder becoming insolvent .	The builder failing to meet NHBC requirements when they built your home or prepared the land .
When you are covered	From exchange of contracts to the completion date .	During the first 2 years from the start date shown in your policy schedule . For matters involving shared parts , the builder warranty period is 3 years from the completion date of the first home that shares those parts. The resolution service can be requested up to 3 years after the end of the builder warranty period .
Who to contact	NHBC (see page 7).	Your builder .
What we will do	We may repay your deposit or any reasonable extra amount you have to pay for the construction of the home to be finished.	The builder must put right anything covered by Buildmark that does not meet the NHBC requirements . If the builder does not do so, we may offer our free resolution service (see Section 2.2). If the builder still does not put things right after the resolution service or a court judgment, you may be covered by the NHBC guarantee (see Section 2.3).
Main conditions and exclusions (see the relevant section for full details)	Cover is limited to the original specification in the contract with the builder and to ensure compliance with NHBC requirements .	We can only help with disputes about the builder failing to meet the NHBC requirements . We cannot help with disputes over boundaries, planning decisions, or contractual, financial or other matters. The policy does not cover cosmetic damage which is reported to the builder more than 7 days after the completion date .



<h2>Section 3</h2> <h3>Damage caused by a defect, and contaminated land</h3>	
What you are covered for	<p>Damage to your home because the builder failed to build specific parts of your home to meet NHBC requirements.</p> <p>Contamination on or in the land, which has resulted in, or could result in, a statutory notice being issued.</p>
When you are covered	During the 8 years after the builder warranty period , up to 10 years from the completion date .
Who to contact	NHBC (see page 7).
What we will do	<p>We will pay to put right the defect and damage to your home resulting from a defect caused by the builder failing to meet the NHBC requirements when building certain parts of your home. Alternatively, we will take responsibility for having the work done to meet the NHBC requirements.</p> <p>We may also pay the loss of rent or the reasonable costs of alternative accommodation and removing and storing possessions.</p> <p>We will have work carried out to treat, isolate or remove contamination from the land in line with the statutory notice or, alternatively, pay you what it would cost us to have the work done.</p>
Main conditions and exclusions (see the relevant section for full details)	<p>For Section 3.1, there is a minimum claim value.</p> <p>Cosmetic damage is not covered under Section 3.</p> <p>Examples of things you cannot claim for:</p> <ul style="list-style-type: none">• damage to roof coverings, unless water is getting into your home• water entering, or dampness or condensation in, an underground garage, if its structural stability is not affected• damage which only affects floor coverings• changes in the colour or texture of, or staining to, finishes.

Financial limits of cover

Standard limits of cover for claims under each section of your **policy** are summarised in the table below. If different limits apply, they will be shown in your **policy schedule** (in the 'endorsements' section).

	Standard limits that apply to your home and the land		Standard overall limits for the continuous structure your home is in (this applies for claims involving shared parts)	
	New build	New conversion	New build or a mixture of new build and newly converted	New conversion
Section 1	10% of the original purchase price of your home , up to a maximum of £100,000.	10% of the original purchase price of your home , up to a maximum of £100,000.		
Section 2 and Section 3 (total for both sections combined)	The original purchase price of your home , up to a maximum of £1,000,000.	The original purchase price of your home , up to a maximum of £500,000.	The overall total of the limits for all individual homes, up to a maximum of £25,000,000.	The overall total of the limits for all individual homes, up to a maximum of £5,000,000.

On each anniversary of the **completion date**, the overall limit of cover will increase by 5% of the original limit, until the **policy** cover ends. The limit that applies to a claim will be calculated on either the date that:

- you tell us you want to make a claim; or
- we confirm the claim is valid,

whichever date gives a higher limit of cover.

Contact us if you would like to know the remaining financial limits under your **policy**.

Minimum claim value

A **minimum claim value** applies to Section 3.1 – **Damage caused by a defect**.

If your claim under Section 3.1 is valid and the cost to us to complete the repair is more than the **minimum claim value**, we will do the work or pay the cost in full, and you will not have to make any financial contribution.

If the cost to us to complete the repair is less than the **minimum claim value**, we will not do any work or pay any costs.

The **minimum claim value** increases by £50 on 1 April every year following the start of Section 3.1. We will let you know your current **minimum claim value** at the time you make a claim.

Your **policy schedule** shows the **minimum claim value** as at the time the **policy schedule** is generated. Alternatively, you can contact us and we can tell you the current value.

Selling your home

When you sell your **home**, the **subsequent owner** automatically has the benefit of the remaining cover provided by the **policy**.

You must pass on all **policy** documents to the **subsequent owner** of the **home**. When you sell your **home**:

- you cannot make new claims after the sale completes; but
- you have the right to continue with any claim you made before the sale completes (but that right will transfer to the **subsequent owner** when the sale completes).

Notice of a change of ownership or managing agent

You must tell us about any change of ownership of the freehold, commonhold or leasehold of the **home** as soon as possible.

If there is a change to the appointed **managing agent**, you must give us the name and contact details of the new **managing agent**.



Definitions

The words and phrases printed in **bold** throughout this policy booklet have the specific meaning shown below.

<p>builder</p>	<p>References in this policy to builder mean the NHBC registered:</p> <ul style="list-style-type: none"> • person, firm, or company named as the builder in the policy schedule and the Buildmark certificate; and • developer (a person, firm, or company) your home was first bought from (where appropriate). <p>Any references in this policy to things done (or to be done) by the builder also refer to things done (or to be done) on behalf of the builder.</p> <p>All obligations of the builder in this policy are also obligations of the developer.</p>
<p>builder warranty period</p>	<p>The period of cover for the builder warranty section shown in the policy schedule.</p>
<p>Building Regulations</p>	<p>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:</p> <ul style="list-style-type: none"> • apply to the construction of your home; and • were in force when the 'building notice to build' (or equivalent) was submitted to the local authority.
<p>Buildmark certificate</p>	<p>The certificate we issue to the first owner to confirm the home is covered by this policy.</p>
<p>completion date</p>	<p>This is, for the home:</p> <ul style="list-style-type: none"> • the date the sale to the first owner legally completes (or, in Scotland, the date of entry); or • the date the warranty release confirmation is issued, <p>whichever is later.</p> <p>However, if:</p> <ul style="list-style-type: none"> • the first owner enters into a contract with the builder to build or convert the home (instead of to buy the home), for example, on land the first owner owns or is buying separately; or • someone was living in the home before the sale to the first owner completed (or, in Scotland, the date of entry), <p>the completion date is the date the warranty release confirmation is issued.</p>
<p>continuous structure</p>	<p>A newly built or newly converted structure which contains 2 or more homes built by the builder. For example, we would treat newly built terraced houses as one continuous structure, but we would treat 2 apartment blocks joined by a bridge, walkway or underground car park as 2 continuous structures. A single building that contains a new home and any part or parts used for some other purpose (for example, an office or garage) would also be considered to be a continuous structure.</p>
<p>contract</p>	<p>The contract (or, in Scotland, missive) between the builder and the first owner of the home, for:</p> <ul style="list-style-type: none"> • the first owner to buy the home from the builder; or • the builder to build or convert the home.



conversion	A new home that is converted from (and includes all or part of) an existing structure, regardless of how that structure was originally intended to be used.
damage	Physical damage to the home caused by a defect that impairs the performance required by the NHBC requirements . Note: damage that is purely cosmetic is not covered under Section 3.
defect	A failure by the builder (or anyone employed by or acting for them) to meet any NHBC requirement . If the builder does not follow the guidance supporting an NHBC requirement , it does not necessarily mean a failure to meet that NHBC requirement if the builder can show it has been met by a different method.
endorsement	A change to the standard terms of the policy , as shown on your policy schedule .
garden	An area of ground up to 20 metres from the habitable parts of the home , hard or soft landscaped, for which you are responsible for the upkeep. For the purposes of Section 3.3 the definition of garden will not be limited in size to 20 metres from the habitable parts of the home .
home	Under all sections of the policy , the home is the new property or conversion described in the Buildmark certificate , and shall include: a) shared parts b) garages included in the contract c) newly constructed underground drainage systems serving the home (including any associated pipes, channels, gullies and inspection chambers) which were installed by the builder and are below the land , which you are responsible for at the start of the policy d) basements or semi-basements designated as living space at the time of construction e) walls, including retaining walls, that form part of, or support, the structure of the home that: <ul style="list-style-type: none">• were newly built by the builder as at the completion date; and• are on the land. In addition, only under Sections 1 and 2 of the policy , the home shall also include: f) drives and paths on the land which give access to the main entrance door and any secondary entrance door g) any security or surveillance systems installed by the builder h) the external handrails and balustrades, paths, driveways, garden areas, paved areas, boundary walls and retaining walls that: <ul style="list-style-type: none">• were newly built or installed by the builder by the completion date; and• are on the land

<p>home (continued)</p>	<p>i) 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 that is needed to meet Building Regulations and:</p> <ul style="list-style-type: none"> • was newly installed in the home by the builder by the completion date; and • is for your use only <p>j) all basements or semi-basements, whether designated as living space or non-living space</p> <p>k) lifts, including mechanical and electrical equipment needed to meet the Building Regulations (Section 1 only)</p> <p>l) electric vehicle charging points needed to meet Building Regulations.</p> <p>Unless any section of the policy says otherwise, the home does not include the following:</p> <ul style="list-style-type: none"> • barns and stables • swimming pools • lifts (except under Section 1) and escalators • supporting infrastructure for charging electric vehicles • temporary structures • permanent outbuildings • garden structures and sheds • access roads • water, gas, electricity and telecommunications supply pipes and cables • fences • electronic keys • household appliances • carpets and personal belongings • original structures and services • any items that are specifically excluded by endorsement on the policy schedule • septic tanks and treatment plants including their outfalls, soakaways, pumping equipment, and associated equipment • items not within the legal boundary of the home or shared parts • any work not carried out by or on behalf of the builder and not part of the contract with the first owner.
<p>insolvency cover certificate</p>	<p>The certificate we issue on your activation of the policy following exchange of contracts to buy the home (or entering into the contract to build or convert the home) to confirm that Section 1 cover is in place.</p>
<p>insolvent</p>	<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; or • have had an administrative receiver or a receiver or manager appointed over any or all of their property, assets or business.



land	<p>The ground (as recorded at the Land Registry) as being beneath your home, and immediately surrounding your home, including garden areas, driveway and allocated car parking, associated with the home that:</p> <ul style="list-style-type: none">• was sold to the first owner under the contract• you pay a service charge for (if your home is leasehold); or• was owned by the first owner, or was being purchased separately by them, when the original contract was entered into. <p>It excludes adjoining fields, recreation grounds, woodland, adoptable highways and public open spaces.</p>
managing agent	<p>A person or company appointed to manage the building the home is a part of.</p>
minimum claim value	<p>The amount shown in the policy schedule as the minimum claim value, which will be the minimum repair cost required for a claim to be covered under Section 3.1 of the policy. The minimum repair cost is the amount it would cost us to repair each valid item.</p>
NHBC requirements	<p>The mandatory NHBC technical requirements contained in the NHBC Standards, the current versions of which are set out below:</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. <p>Please note, this does not include statutory requirements for planning permission, which are not covered by the NHBC Standards.</p> <ul style="list-style-type: none">• 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.• R5: Structural design shall be carried out by suitably qualified persons in accordance with British Standards and Codes of Practice.• R6 (for newly converted properties only): Survey requirement for conversions and renovations. Existing buildings shall be surveyed to determine their condition and the work required to bring them into a durable and habitable state. <p>The NHBC Standards that apply to your home will be those in force at the time the foundations were started.</p>
original specification	<p>The specification in relation to the building or conversion works in the contract.</p>
owner	<p>Either:</p> <ul style="list-style-type: none">• the person, people or organisation named in the policy schedule who entered into the contract for the home; or• a subsequent owner. <p>A subsequent owner is either:</p> <ul style="list-style-type: none">• the person, people or organisation granted a registerable long leasehold title of the home for a premium that includes an obligation to maintain those parts of the home that are covered by the policy; or• the person, people or organisation that takes over the freehold or commonhold title of the home or any registerable long leasehold title described above; or• any mortgage provider who has taken possession of the home.

owner (continued)	Provided that, where there is a subsequent owner , any prior owner (either the original owner named in the policy schedule , or any predecessor subsequent owner) can only make a claim under the policy in relation to any interest they have retained in the home after the subsequent owner took over the interest in the home .
policy	This policy booklet, the insolvency cover certificate , the Buildmark certificate , the policy schedule and any endorsements .
policy schedule	The document we provide with your Buildmark certificate . It shows your insurance details, including the sections of cover that apply, any endorsements , financial limits of cover, and minimum claim value .
resolution report	A report we issue as part of our resolution service .
resolution service	The service we may provide to decide if the builder has failed to meet the NHBC requirements , and what the builder should do to meet their responsibilities under Section 2 of this policy .
shared parts	<p>The following parts which you share with other people and for which you, as the owner of your home, are legally obliged to contribute an amount towards the cost of repairs and maintenance:</p> <ul style="list-style-type: none"> • the drainage system serving the home • in the case of a flat or maisonette, the structure of the building it is in. <p>For the purposes of Section 2 only, shared parts also include:</p> <ul style="list-style-type: none"> • garages, retaining walls and boundary walls; and • external handrails and balustrades, paths, drives, garden areas and paved areas, if newly built by the builder at the completion date. <p>The shared parts do not include any heating or energy-production system shared by more than one home.</p>
statutory notice	<p>A notice requiring you to take action to treat, isolate, or remove contamination, which is served under:</p> <ul style="list-style-type: none"> • part IIA of the Environmental Protection Act 1990 or part III of the Waste and Contaminated Land (Northern Ireland) Order 1997; or • any equivalent law of the Isle of Man.
warranty release confirmation	The confirmation we issue to the builder to confirm that the home meets our requirements for the Buildmark cover.

- Words that are singular in this booklet include the plural (and vice versa) where appropriate.
- References to 'we', 'us' and 'our' are references to NHBC. References to 'you' and 'your' are references to the **owner**.
- The words 'including', 'such as' and 'for example' are used for illustration or emphasis only and are not an exhaustive list.
- References to 'sections' refer to the Sections 1-3 in this booklet.
- References to any legislation include any extension, amendment, replacement or re-enactment, or regulations made under it.
- Headings to the sections throughout this booklet are part of the terms and conditions of the **policy**.



General exclusions

This **policy** does not cover you in every event or circumstance - it covers you for the things described in this **policy**.

You cannot claim under the **policy** for any of the following or the consequences of any of the following:

- a) any loss or damage caused to anything that is not part of the **home**
- b) any loss or damage that is caused by anything other than the **builder** failing to meet the **NHBC requirements**
- c) any repair that exceeds the **original specification** for the **home**
- d) reinstating any areas not directly affected by **damage**
- e) additional costs arising from unreasonable delays in reporting an issue to us or the **builder**
- f) anything that the **policy schedule** or the **Buildmark certificate** says is excluded
- g) claims relating to any fence, temporary structure or swimming pool, or any technology (for example, smart technology or home automation and associated devices) not required to meet **Building Regulations**
- h) claims made (except under Section 1) in relation to a lift or its mechanical operation
- i) anything which you (or a previous **owner**) have already had considered under our **resolution service**, or as part of another claim under this **policy**
- j) anything you can claim for (or have claimed for) under a different insurance, warranty, guarantee scheme or formal compensation scheme (for example, for subsidence caused by coal mining or pumping brine)
- k) **defects** or **damage** that you knew about before you bought your **home**
- l) **defects** or **damage** resulting from the **builder** following written instructions given by or on behalf of the first **owner**, following the **builder's** written notice that the instructions do not meet the **NHBC requirements**
- m) anything done to your **home** or the **land** after the **completion date**, even if carried out by the **builder**
- n) gradual deterioration, wear and tear, neglect, or failure to carry out appropriate maintenance
- o) **damage** caused by equipment operating as it is designed to do (for example, sprinkler systems, flood-protection systems, and drainage systems)
- p) **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)
- q) claims relating to the parts of a shared heating and/or hot water system or energy-production system
- r) damp, condensation, shrinkage, thermal movement (expansion and contraction as a result of temperature changes) and movement between different types of materials if this is not a result of the **builder** failing to meet the **NHBC requirements**
- s) the **builder** failing to get planning permission or failing to build in line with planning permission
- t) work done by anyone other than the **builder**
- u) any reduction in the value of your **home** or **land**

v) any:

- loss of enjoyment
- loss of use
- loss of income (except for the loss of rent covered under Section 3.2) or business opportunity
- inconvenience or distress
- loss arising or cost incurred (or both) indirectly, as a result of the events or circumstances that led to your claim
- increase in your buildings or other household insurance premium
- cost related to interim safety and security measures (for example, waking watch and the installation of fire alarms)

w) the cost of getting professional advice in connection with your claim (unless we asked you to do so or we agreed to the cost in advance)

x) claims made by or on behalf of a related party (the **builder** or any party with a financial or managerial interest in the **builder**, or any party the **builder** has a financial, executive or managerial interest in) including any subsidiary company

y) loss or damage caused by or arising from:

- storms and other severe weather conditions
- flooding and changes in the water-table level
- fire and smoke
- death or injury (physical, mental, or emotional)

z) war (whether war is declared or not), invasion, civil unrest or commotion, rebellion, revolution, uprising or overthrowing of power

aa) property being confiscated, nationalised, seized, withheld, destroyed, damaged or altered by or under the order of any government or public or local authority

bb) acts of terrorism (regardless of another contributing cause or event), or action taken to control, prevent or suppress an act of terrorism (for the purpose of this exclusion, terrorism means any action or threat, whether or not it involves force or violence, that is committed for political, religious, ideological or similar purposes, including any action or threat that is intended to influence a government, or is designed to scare or intimidate the public or any section of the public)

cc) the performance, outputs, charging speeds, location, or positioning of any electrical or mechanical installation other than what is required to meet the **Building Regulations** (for example, solar panels and electric vehicle charging points).

If you are unsure about what is not covered by this **policy**, please contact us. Our contact details are on page 7.





Section 1 – Builder insolvency before completion (cover for first owners only)

This section provides cover if the **builder** becomes **insolvent** before the **completion date** and is unable to finish construction of your **home** or refund you the amounts paid to the **builder** under the **contract** in part-payment for the **home**.

It provides cover if you can demonstrate (to our reasonable satisfaction) that:

- at the time you entered into the **contract**, you had good reason to believe the **builder** could meet their obligations under the **contract**; and
- at all times you intended to complete the purchase of the **home** and use it as your residence, or for your tenants, or licensees.

1.1 What is covered

If the **builder** becomes **insolvent** during the period of cover shown in the **policy schedule** for this section, we will cover:

- any amount you have paid to the **builder** under the **contract** in part-payment for the **home** and which you cannot recover from the **builder** or any other party; or
- any reasonable additional amount (over that set out in the original **contract**) that you have to pay for the construction of the **home** to be finished.

1.2 What is not covered

In addition to the general exclusions (see page 18) this section will not cover any claim:

- if, before you entered into the **contract**, you knew (or could reasonably be expected to have known) that the **builder** was **insolvent** or likely to become **insolvent**
- where the amount you paid to the **builder** under the **contract** was intended to be a short-term investment to fund construction of the **home** (or **continuous structure**) and you intended to receive a return on your investment instead of completing the purchase of the **home**.

1.3 What we will do and pay for

We will decide to pay one of the following options, whichever we think is most suitable:

- the amount that you paid to the **builder** under the **contract** in part-payment for the **home** and cannot recover from them or any other party; or
- the reasonable cost of finishing the construction of the **home** to the **original specification**; or
- the reasonable extra costs above the **contract** price, including appropriate professional fees, for work needed to finish the construction of the **home** to the **NHBC requirements**.

The most we will pay is the limit shown in the **policy schedule**.

If appropriate, we will also pay the cost of reasonable precautions to secure the work defined in the **contract** against unauthorised entry, theft and vandalism until work starts again.

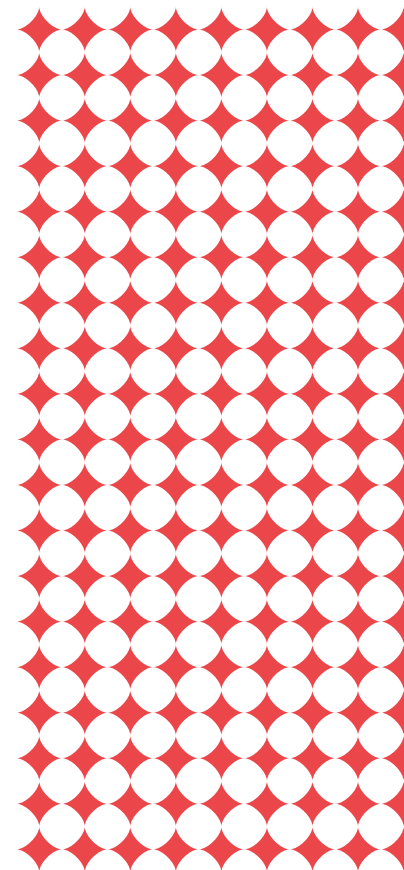
If the **contract** is for more than one home, the **policy** limit available to you under this section will be reduced accordingly to reflect the proportion that the **contract** value of any home already completed under the **contract**, at the time of the claim, bears to the total **contract** value. For example, if the **contract** value of the homes already completed at the time of the claim is equal to 10% of the total **contract** value of all homes, the available financial limit will reduce by 10%.

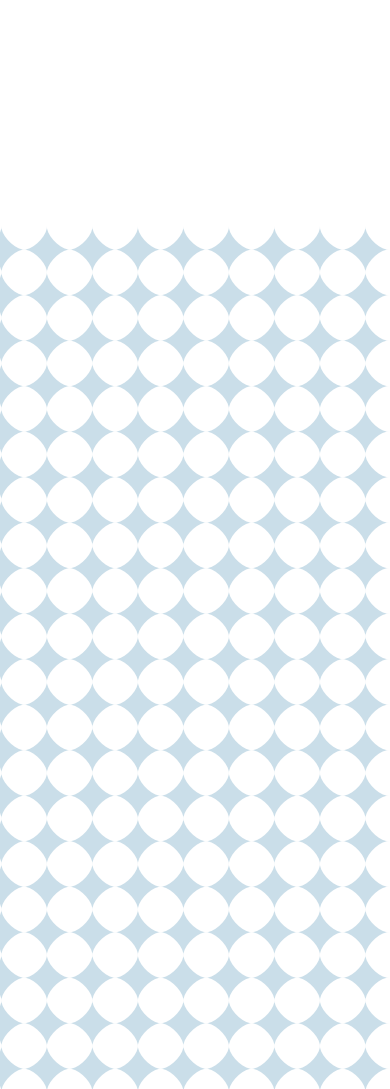
1.4 When you can claim

You can claim during the period shown in the **policy schedule** for this section of cover.

1.5 Who to contact

Contact us. Our contact details are on page 7.





Section 2 – Builder warranty

2.1 Builder's responsibilities

This section explains what cover is provided to you under warranty by the **builder** (not us) for any **defect** including any **damage** caused by a **defect**.

2.1.1 What is covered

If, during the **builder warranty period**, you told the **builder** about (and can show that you told the **builder** about) something you believe is due to them failing to meet the **NHBC requirements**, they must put the matter right at their own cost and within a reasonable time. This means that they must:

- put right any **defect** and repair any **damage** it caused to your **home** (and the **continuous structure**, if appropriate)
- take action to treat, isolate or remove contamination from the **land** in line with any **statutory notice**, or to improve the condition of the **land** to prevent a **statutory notice** from being issued; and
- pay for the reasonable cost of removing and storing your possessions and providing alternative accommodation if you cannot live in your **home** while the work is being done.

Justified concerns about **defects** you raised with the **builder** during the **builder warranty period** will remain the responsibility of the **builder** even after that period ends.

2.1.2 What is not covered

In addition to the general exclusions (see page 18) this section will not cover any claim:

- for cosmetic **damage** which is reported to the **builder** more than 7 days after the **completion date** (for example, scratches to windows or damage to sanitary fixtures and fittings)
- where you cannot show that you reported the matter to the **builder** during the **builder warranty period**.

2.1.3 Who to contact

Contact the **builder** as soon as you reasonably can and keep a record of what you said, who you wrote to or spoke to, and when.

If you believe the **builder** will not be able to meet their responsibilities, you have not been able to contact them, or they do not put things right to your satisfaction after you have gone through their entire complaints procedure, please contact us. We will speak to the **builder**.

Our contact details are on page 7.

2.2 Resolution service

We may offer our **resolution service** to help resolve problems that arise between you and the **builder** during the **builder warranty period**. To request this service, you must have gone through the **builder's** entire complaints procedure and have a final written response from them.

2.2.1 What is covered

The **resolution service** is designed to help settle disputes about a **defect** and what work the **builder** needs to do to satisfy their responsibilities under the builder warranty to meet the **NHBC requirements**.

2.2.2 What is not covered

In addition to the general exclusions (see page 18) we cannot help with disputes:

- over boundaries, planning decisions, contractual matters (other than a failure to meet the **NHBC requirements**) or financial matters
- we decide are not suitable for the **resolution service** (in this case, you may need to consider an alternative method of settling the dispute, as explained in Section 2.2.6).

2.2.3 What we will do

If we think that the matter relates to (or may relate to) the **builder** failing to meet the **NHBC requirements**, we will contact the **builder**.

If the **builder** still doesn't deal with the matter to your satisfaction, we will investigate whether the **builder** failed to meet the **NHBC requirements** and decide what they must do to meet their obligations.

We will give you and the **builder** our decision in a **resolution report**. The **resolution report** is binding on the **builder** but not on you. If you do not accept all or part of the **resolution report** we provide, you may consider an alternative method of settling the dispute (see Section 2.2.6).

If you accept the **resolution report** and the **builder** still does not put the matter right by the date stated in the **resolution report**, and we have not agreed a later date with the **builder**, you may be covered by the NHBC guarantee (see Section 2.3).

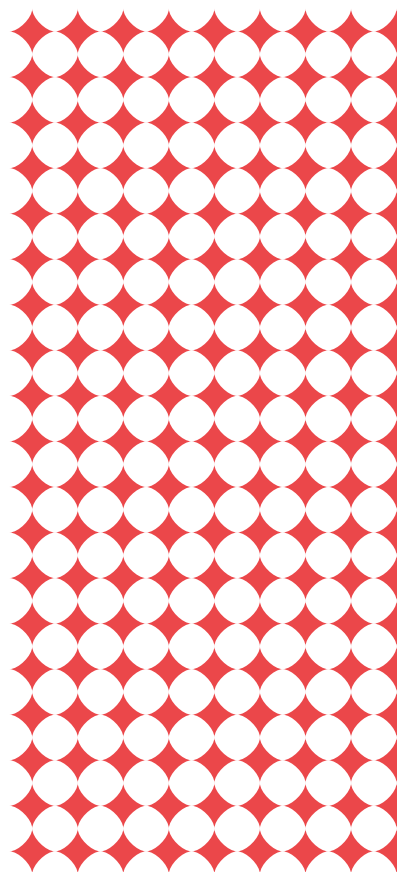
2.2.4 When you can request the resolution service

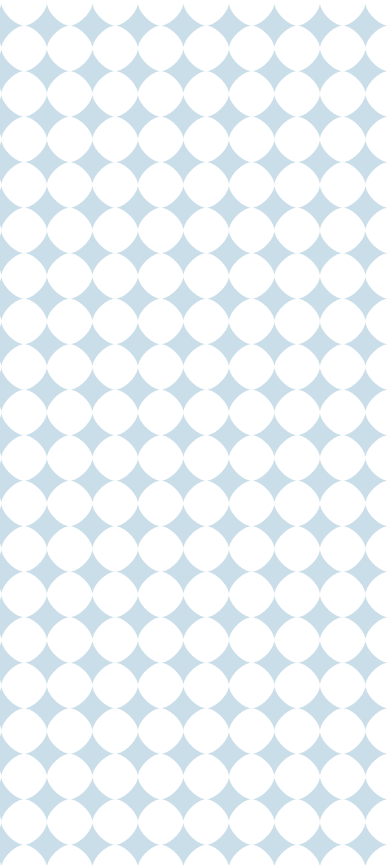
You must make your request to use the **resolution service** as soon as reasonably possible during the **builder warranty period**, and no later than 3 years after the end of the **builder warranty period**.

2.2.5 Who to contact

If you have been through the **builder's** entire complaints procedure and have not managed to reach an agreement with them, you can contact us. Our contact details are on page 7.

You will need to send us a copy of the final response from the **builder** so we can assess whether the **resolution service** is suitable.





2.2.6 Alternative methods of settling disputes

If the **builder** does not meet their responsibilities, or you disagree with anything in the **resolution report**, you can choose to:

- use an alternative dispute resolution service, such as the Independent Dispute Resolution Scheme run by the Centre for Effective Dispute Resolution (cedr.com); or
- take the **builder** to court.

If you choose to take either of these actions, our **resolution service** will end and we will have no further responsibility to you, unless and until the **builder** fails to satisfy a court judgment as set out in Section 2.3 of this **policy**.

2.3 NHBC guarantee

We guarantee the **builder's** obligations under the builder warranty. This means we will cover you if the **builder** fails to comply with their obligations under the builder warranty.

2.3.1 What is covered

The cover applies to:

- the findings in our **resolution report**
- a court judgment (or, in Scotland, a decree)
- our claims investigation and report (if the **builder** is **insolvent**)

which confirm what the **builder** should have done to meet their responsibilities under the builder warranty or what we will do if the **builder** is **insolvent**.

2.3.2 What is not covered

In addition to the general exclusions (see page 18) this section will not cover anything that is not due to the **builder** failing to meet their responsibilities under the builder warranty in this **policy**, and is not included in:

- the findings in our **resolution report**
- a court judgment (or, in Scotland, a decree)
- our claims investigation and report (if the **builder** is **insolvent**).

2.3.3 What we will do and pay for

We will decide to either:

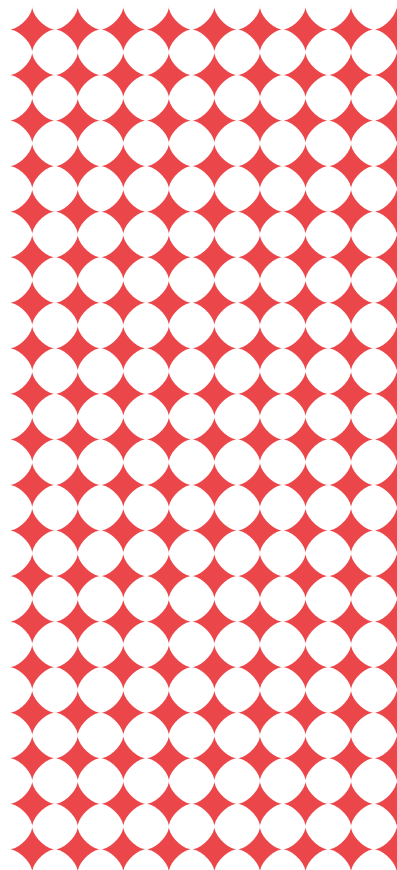
- pay you (or your **managing agent**) what it would cost us to have the work done; or
- carry out the work ourselves.

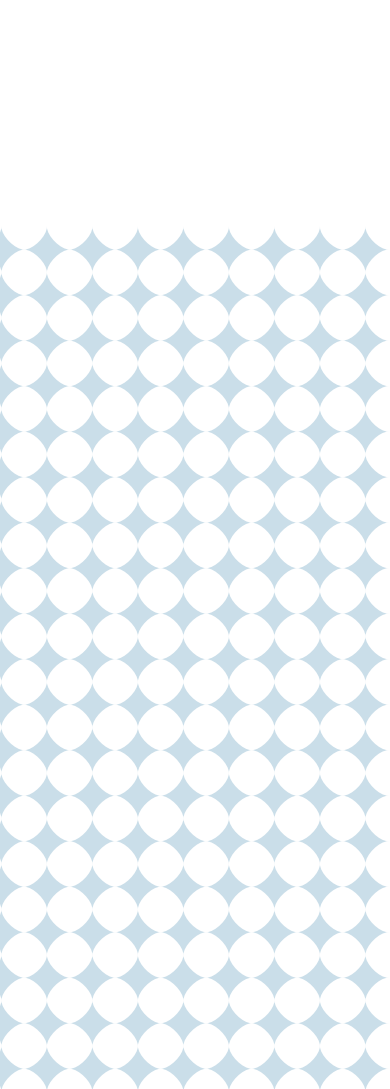
2.3.4 When you can claim

You can claim up to 3 years after the end date shown in the **policy schedule** for this section of cover, as long as you told the **builder** about the problem within the **builder warranty period**.

2.3.5 Who to contact

Contact us. Our contact details are on page 7.





Section 3 – Damage caused by a defect, and contaminated land

3.1 Damage caused by a defect

This section provides cover for **damage** as a result of a **defect** in parts of your **home**, as long as the **minimum claim value** (see Section 3.1.4) is exceeded.

3.1.1 What is covered

Damage to your **home** resulting from a **defect** caused by the **builder** failing to meet the **NHBC requirements** when building the following parts of your **home**:

- foundations beneath and supporting the main building in which you live and foundations beneath and supporting any garage included in the **contract**
- external cladding, curtain walling, external render, external vertical tiles, roofs, ceilings, balconies, to the **home**
- load-bearing parts (parts of the structure that support the weight of higher floors, roofs or structures, and are essential to the stability, strength or structural integrity of the **home**), including walls and the structural parts of the floors, in the **home** (not including floor coverings such as floor tiles and their fixings such as grout and adhesive)
- flues, chimneys and the main access steps, to the **home**
- staircases, floor decking (for example, floorboards) and screeds (for example, a cement-based top layer applied to the structural floor), inside the **home**
- double-glazing or triple-glazing panes in outside windows and outside doors of the **home** (for newly converted **homes**, only if the panes were newly installed in the **conversion** and were not in the original structure)
- underground drainage which serves the **home** if you are legally responsible for it.

3.1.2 What is not covered

In addition to the general exclusions (see page 18) this section will not cover:

- claims that could have been reported to the **builder** or covered under any other section of this **policy**, including under the builder warranty (see Section 2)
- claims where the amount it would cost us to repair the **damage** and **defect** is less than the **minimum claim value** shown in your **policy schedule**
- **damage** to the roof covering (including any underlays, fixings, mortar, and weatherproofing details), unless there is a **defect** causing water to get into your **home**
- cracking, spalling (chips, fragments or flakes of masonry coming off the **home**), or mortar erosion, that does not weaken the structural stability of your **home** or mean that it is no longer weather tight

- water entering, or dampness or condensation in, an underground garage or basement not designated as living space at the time the **home** was built or converted, if 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, finishes
- replacing solar roof tiles or panels just because they do not produce enough heat or electricity
- any amount over your share of the cost of repairing the **damage** and **defect**.

In addition, for newly converted **homes** only, this section shall not cover:

- damage resulting from work carried out before your **home** was converted by the **builder**
- any items that local planning or listed-building restrictions apply to.

3.1.3 What we will do and pay for

We will decide to either:

- pay you what it would cost us to put right the **defect** and **damage** to the **home** (or pay your share of the work needed to the **continuous structure** to put right the **defect** and **damage**); or
- have the work done to meet the **NHBC requirements**.

We will also pay the reasonable and necessary costs of demolition or dismantling, clearing the site and removing debris, and shoring up (propping up) the **home**.

The most we will pay is the limit shown in the **policy schedule**.

3.1.4 Minimum claim value

The **minimum claim value** is shown in your **policy schedule**. It applies to each item you make a claim of **damage** for.

We will calculate the repair cost as of the date you first report your claim to us.

If the cost to us of the repair is below the **minimum claim value**, the work will not be covered. However, if the cost to us of the repair is above the **minimum claim value**, we will pay the reasonable costs (up to the relevant financial limit of cover) or do the work. You will not have to pay anything towards the work.

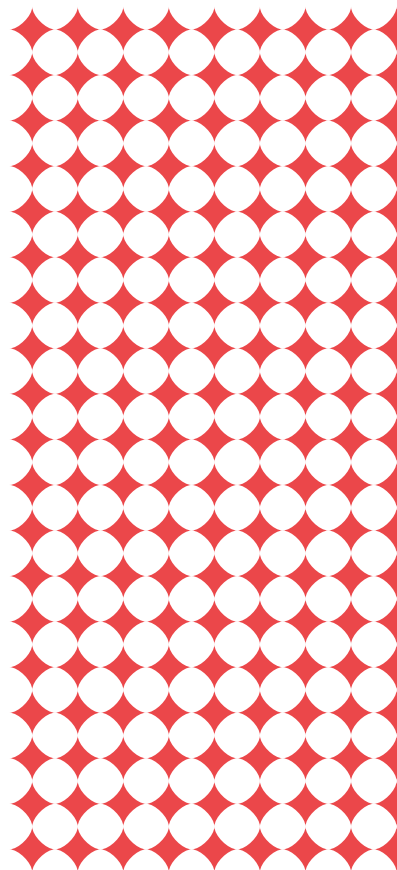
For claims under Section 3.1 involving **shared parts**, the **minimum claim value** applies to your share of the cost. We may still pay the claim, or have the work done to the **shared parts**, even if your share of the cost is less than the **minimum claim value**. We will do this if the total cost to us of the work we are responsible for under this **policy**, plus similar cover we provide for your neighbours, is more than 10 times the **minimum claim value**.

3.1.5 When you can claim

You can claim during the period of cover shown in the **policy schedule** for this section of cover.

3.1.6 Who to contact

Contact us. Our contact details are on page 7.





3.2 Alternative accommodation or loss of rent

Cover is provided for the cost of alternative accommodation or lost rental income if work needs to be carried out to your **home** because of a **defect** or **damage** covered under Section 3.1.

3.2.1 What is covered

If work needs to be carried out to your **home** because of a **defect** or **damage** covered under Section 3.1 of the **policy**, and anyone normally living in your **home** needs to move out so that the work can be done, we will cover the following:

- if you live in your **home**, we will cover the reasonable costs of appropriate alternative accommodation for those who permanently live in the **home** and temporary storage of furniture
- if your **home** is rented out to tenants, we will cover the rent that:
 - you can prove you should have received; and
 - you cannot claim from elsewhere.

3.2.2 What is not covered

In addition to the general exclusions (see page 18) this section will not cover any costs that we have not agreed to in advance.

3.2.3 What we will do and pay for

If you live in your **home**, we will pay for the reasonable and necessary costs of alternative accommodation, removing and storing your possessions, and reasonable related costs (for example, the cost of re-directing post and telecoms connection) if this is necessary so that the work can be done. Reasonable costs of alternative accommodation will be based on local market rental rates that apply to comparable properties on the date that:

- you first report your claim to us; or
- we confirm that your claim is valid;

whichever rates are higher.

If your **home** is rented out to tenants, we will pay the rent that they would have paid you (and that you cannot claim from elsewhere) for any period when they have had to move out of the **home** for work to be completed.

A maximum of 10% of the overall financial limit is available to pay the reasonable costs associated with alternative accommodation or lost rent.

3.2.4 When you can claim

You can claim during the period shown in the **policy schedule** for this section of cover.

3.2.5 Who to contact

Contact us. Our contact details are on page 7.

3.3 Contaminated land

Cover is provided for the cost of improving the condition of contaminated **land**.

3.3.1 What is covered

Work needed to improve the condition of the **land** if you receive a **statutory notice** for it, or if a **statutory notice** could be issued because of the condition of the **land**.

3.3.2 What is not covered

In addition to the general exclusions (see page 18) this section will not cover:

- anything which is not on the **statutory notice** or could not cause a **statutory notice** to be issued
- anything relating to non-native or invasive plants such as:
 - Japanese knotweed
 - common ragwort
 - spear thistle
 - creeping or field thistle
 - broad-leaved dock
 - curled dock
- contamination occurring after the **completion date**
- any claim for something you can claim for or could have claimed for, under Section 2.1 or Section 3.1.

3.3.3 What we will do and pay for

We will have the work carried out to treat, isolate or remove contamination from the **land**:

- in line with the **statutory notice** you have received; or
- to prevent a **statutory notice** from being issued due to the condition of your **land**.

Alternatively, if we choose to, we will pay you or your **managing agent** what it would cost us to have the work done.

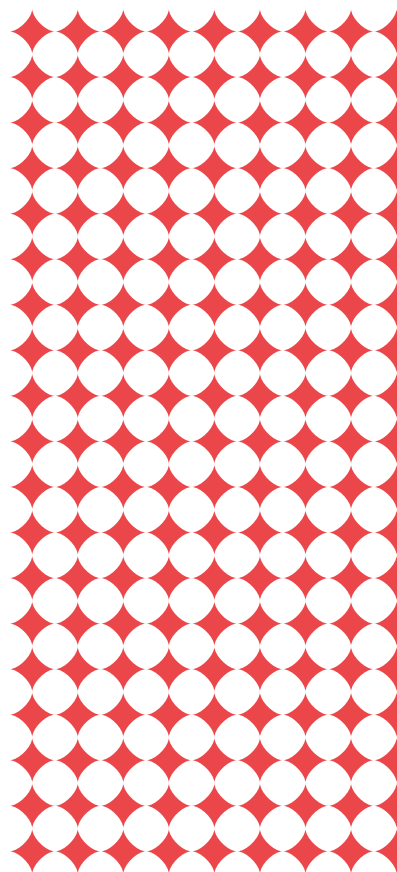
The most we will pay is the limit shown in the **policy schedule**.

3.3.4 When you can claim

You can claim during the period shown in the **policy schedule** for this section of cover.

3.3.5 Who to contact

Contact us. Our contact details are on page 7.





General conditions

The following conditions apply to this **policy**.

Reporting to us

When you become aware of something that you want to make a claim for, or that is likely to give rise to a claim, you must:

- give us details of the matter
- take all reasonable steps to prevent further loss
- make sure you have reported the defect to the builder as soon as reasonably possible (if the claim is under Section 2).

If we or the **builder** ask you to, you must do the following:

- a) give us (or anyone acting for us) access to your **home** and the **land**, at all reasonable times, to carry out investigations and work
- b) take all reasonable steps to get authorised access to neighbouring **land**, and any other permission needed to allow investigations and work
- c) provide any information and help that we reasonably need to deal with your claim. This information may include:
 - photographs of the problem
 - a report about the problem, confirming its cause (for example, for a blocked drain, we may ask you to get a report from an independent drainage specialist or for a problem with a gas flue, we may ask you to get a report from an independent registered heating engineer or a fire consultant) or a report from a specialist expert. If we decide to accept your claim, we will refund your reasonable expenses of providing the report that we asked you to obtain (as long as you provide proof of the expenses)
 - maintenance records
 - evidence of rental income.

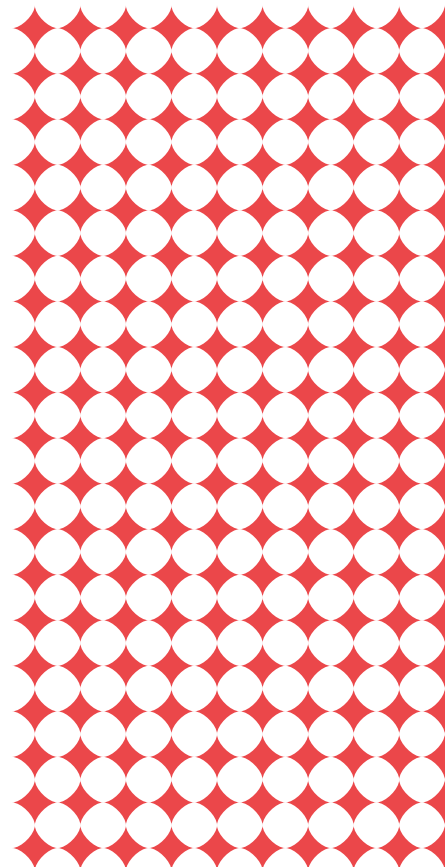
If you have difficulty doing any of the things in this section, contact us and we will try to help. Never do anything that might put you or someone else in danger.

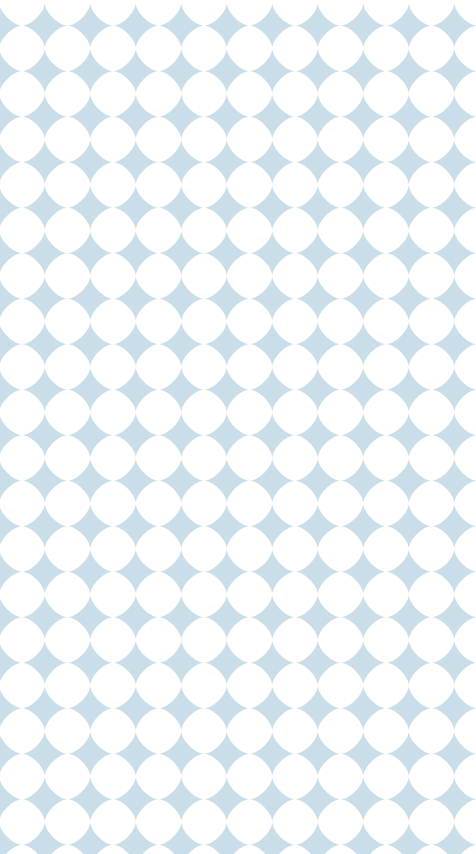
Matters involving shared parts

For matters involving **shared parts**, other than as set out below, all the same conditions and exclusions from the relevant section of this **policy** apply.

If we accept a claim involving **shared parts**, unless we agree otherwise, we will pay your **managing agent** the cost to us of completing the repairs, up to the relevant financial limit. We would expect you to co-operate with us, the freeholder and the **managing agent** in all matters relating to the claim. We may need signed authorisation from you and those who share the **shared parts** before we can offer our **resolution service** or settle a claim.

For matters involving **shared parts**, the **builder warranty period** is 3 years and does not start until we issue a **warranty release confirmation** for the first home that shares those parts, or the **completion date** for the first home that shares those parts, whichever is later.





Our liability for all claims relating to **shared parts** will be no more than:

- the financial limit shown in your **policy schedule**; or
- the portion of the total cost of all the work that we decide is reasonable to attribute to your **home**;

whichever is less.

If a claim relating to any **shared parts** is made by the owner of another home (covered by an NHBC policy) that shares those parts, we may ask you to also make a claim in connection with those **shared parts**, or we may proceed as if you had made a claim. We may then deduct your share of the claim value from the relevant financial limit for the **policy** for your **home**.

For claims under Section 3.1 involving **shared parts**, the **minimum claim value** applies to your share of the cost. We may still pay the claim, or have the 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 under this **policy**, plus similar cover we provide for your neighbours, is more than 10 times the **minimum claim value**.

How we calculate what we have to pay

If we pay a claim under the **policy**, 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 simply because it does not match a replacement item
- be responsible for costs resulting from your unreasonable delay in making a claim or your failure to meet any of the requirements of the **policy**.

Recoveries from third parties

Whether or not a payment has been made under the **policy**, we will be entitled to take action, on your behalf, to recover losses from a third party responsible for them. We have the right to take this action in your name and you must give us any reasonable help and support we need. If we recover more than the total of the claim amount we paid plus our recovery costs, we will pay the excess to you.

Withheld amounts

If you withhold any amount from the **builder** under the terms of a **contract** or for any other reason, you must let us know. We will deduct that amount from any claim. We may refuse to offer our **resolution service** or accept any claim until any dispute between you and the **builder** over any withheld amount has been settled.

Our liability

Our liability is limited to the insurance provided by the **policy**, as altered by any **endorsement** shown in your **policy schedule**.

Any site inspections or risk-control procedures we follow are just for our benefit and do not confirm or imply that the **home** is (or will be) free of **defects** or **damage**.

Fraudulent claims

If you make a fraudulent claim under this **policy**, we:

- are not liable for the claim
- may recover from you any amount that we have spent, we owe to any party or we have paid to you in connection with the claim; and
- end the **policy** from the time of the fraudulent claim.

If we exercise our right to end the **policy** because of a fraudulent claim, the following will apply:

- we will not be liable to you for any 'relevant event' that arises after the fraudulent claim is made. (A relevant event is whatever gives rise to our liability under the **policy**)
- we will not refund any premiums.

Dealing with us

If you are abusive or threatening towards our staff, in any type of communication, we will be under no obligation to provide any of the services or cover described in this booklet.

When the policy ends

This **policy** will automatically end:

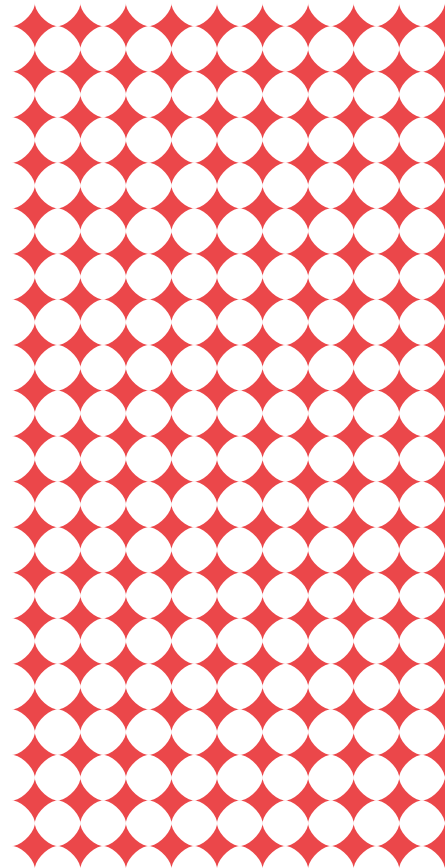
- if the **home** is destroyed by a cause other than one that is covered by the **policy**
- when we have paid our maximum liability; or
- at the end of the period shown on the **policy schedule**.

Governing law and jurisdiction

Unless we and the **owner** agree otherwise, this **policy** and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law that applies where the **home** is located in the United Kingdom or the Isle of Man, as the case may be.

Rights and remedies

Your rights under the **policy** are in addition to, and do not replace or prevent you from using, other legal rights that you may have against the **builder** or anyone else in connection with your **home** (for example, rights you have under a contract with them or by law).





Complaints procedure and access to the Financial Ombudsman Service

We pride ourselves on the service we provide 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. We will explain how we will deal with your complaint and give you written details of our complaints procedure. This will include information about the types of complaints you can refer to the Financial Ombudsman Service if you are not satisfied with our final response to your complaint.

Email: consumeraffairs@nhbc.co.uk

For 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**

You can find more information on what to do if you have a complaint on our website nhbc.co.uk/about-page/complaints or you can call us.

Our contact details are on page 7.

Feedback

We are committed to providing a quality service and maintaining good outcomes for our customers. If you have any queries or feedback in relation to this [policy](#), or how it works, please do get in touch by emailing consumeraffairs@nhbc.co.uk

Regulatory information

Information about us and our regulators

National House-Building Council (NHBC) is an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. 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.

NHBC is registered in England and Wales under company number 00320784. NHBC's registered address is NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FP.

Note that only certain parts of our products and services are within the scope of UK financial services regulations. For more information on our products and services, please see our website at nhbc.co.uk or check your NHBC documentation.

For more information about the Prudential Regulation Authority:

Call: **0203 461 4878**

Visit: bankofengland.co.uk/pru

Write to: **Bank of England, Threadneedle Street, London, EC2R 8AH**

For more information about the Financial Conduct Authority:

Call: **0800 111 6768**

Visit: register.fca.org.uk

Write to: **Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN**

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 information about the Financial Services Compensation Scheme:

Call: **0800 678 1100**

Visit: fscs.org.uk

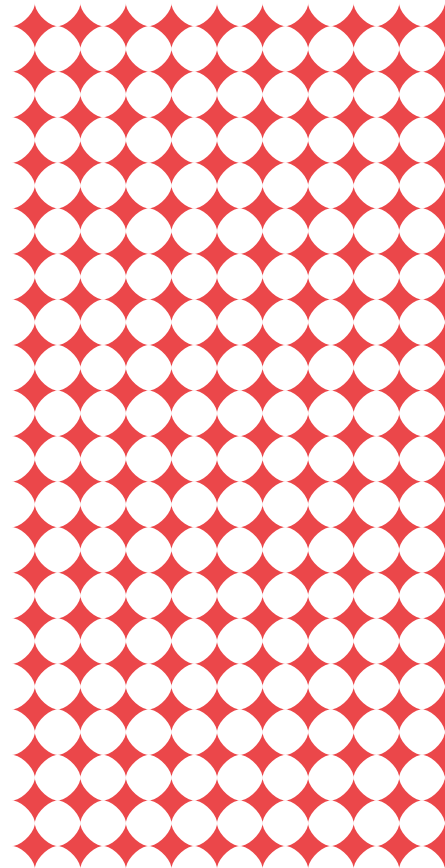
Write to: **Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU**

How we protect your privacy

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

- give your personal information (such as your name and address) to the **builder**, or a contractor, if this is necessary to help them deal with matters under the **resolution service** or a claim
- be required by law to give your personal information to another person (for example, if a court or government body says that we must)
- tell a **subsequent owner** and your neighbours about matters raised under the **resolution service**, or any claims you have made, if they affect what the **subsequent owner** and your neighbours can claim.

For more information about how we use your personal information, go to nhbc.co.uk/Legal/PrivacyPolicy.



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

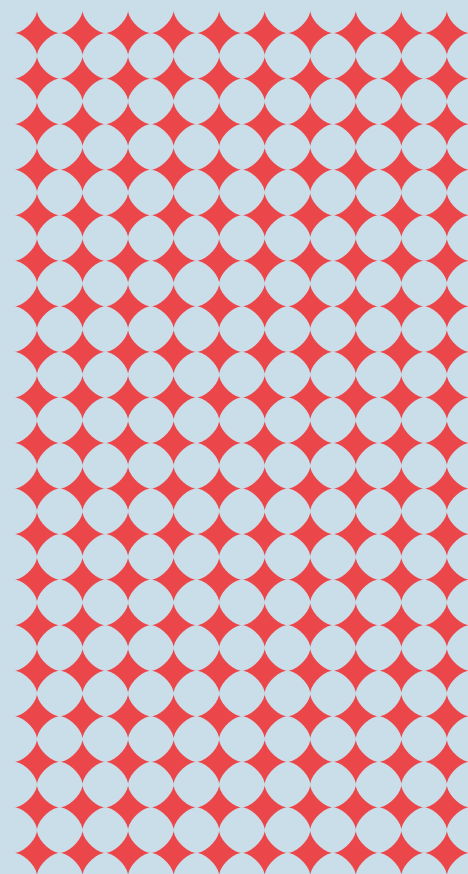
Email for complaints about NHBC:
consumeraffairs@nhbc.co.uk

Accessibility

Please call us if you would like to receive this information in an alternative format, such as large print, audio or braille. Further information can also be found via the QR code below.

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** Website: **nhbc.co.uk**

National House-Building Council (NHBC) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority for carrying on insurance business and insurance distribution activities.

NHBC is registered in England and Wales under company number 00320784. NHBC's registered address is NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FP. Note that only certain parts of our products and services are within the scope of UK financial services regulations. For more information on our products and services, please see our website nhbc.co.uk or your NHBC product documentation.