

Your guide to The builder warranty and the resolution service

Section 2 of Buildmark and Buildmark for Apartments applies if the builder didn't comply with our requirements when they built your home and you tell them about it.

This guide explains the cover and lets you know what the builder must do and what we'll do.

The information is for guidance only. You should check your NHBC policy document to find out exactly what cover, exclusions and limits apply to your home.



About Section 2

Our Buildmark and Buildmark for Apartments policies cover newly built or converted homes for ten years. The policy documents are divided into sections. These guidance notes are about Section 2, which is the cover that's provided by the builder of your home and NHBC.

The NHBC Standards

When a builder builds or converts a home covered by an NHBC policy, they must make sure it's built in accordance with the Technical Requirements. We publish these requirements in the NHBC Standards, which you can find on our website, www.nhbc.co.uk.

The version of the Standards that applies will be the one that was in force when the builder began the construction of the foundations or, if they used pre-existing foundations, when they started construction work.

To find out which version of the Standards applies to your home, please contact us.

The cover

The Section 2 cover is in three parts: the builder warranty, the resolution service and the NHBC guarantee.

The builder warranty

The builder warranty period normally starts from the completion date for your home (this date is printed on your insurance certificate) and ends two years later.

For areas that you share with neighbours, this period may be different. To find out when the builder warranty period applies in this case, please check your policy document or contact us.

If you tell the builder during the builder warranty period about a problem that occurred because they didn't comply with our requirements when they built your home, they must put it right within a reasonable time.

Once you've told the builder about a problem during the builder warranty period, they're responsible for dealing with it even after this period ends.

The resolution service

We may offer our resolution service to resolve disputes that arise between you and the builder about work to be done.

It can help determine if the builder has failed to meet our requirements and what they should do to meet their responsibilities under Buildmark.

It can't help with other issues, such as disputes over boundaries, planning, contractual or financial matters. It's also unsuitable if you've already started arbitration or legal proceedings against the builder, or any other person or organisation, in connection with the matters in dispute.

The NHBC guarantee

If we offer the resolution service and the builder doesn't comply with the findings in our resolution report, we'll take over their responsibilities.

Quality of finishes

If the dispute is about how an area has been finished, we'll look at how noticeable it is and whether it affects the overall appearance of the room or home. We'll also consider whether the performance is likely to be affected. If appropriate, we'll refer to the relevant guidance in the NHBC Standards and chapter 9.1, which covers 'A consistent approach to finishes', to determine whether the finish is acceptable.

Generally, inside the home, we'll check finishes from 2 meters away in natural light. For external walls, we'll look at the entire wall from at least 10 meters away, rather than individual elements such as bricks and design features.

Even if we find an item out of tolerance, we may not recommend further action. This is because the cost and disruption caused to carry out the

work might not be in proportion to what would be gained by the repair.

Exclusions and limits

Buildmark has some exclusions. For example, it doesn't cover general wear and tear, condensation, normal shrinkage, or damage due to a lack of maintenance.

Buildmark also has financial limits, which are the maximum amounts we'll pay. The limits are used up as we make payments on claims and so, if there have been other claims against the policy (made by you or any previous owners), the limit may have already been partly or fully used up.

For more information about the financial limits and what we're not responsible for, please see your policy document.

What you need to do

If you notice anything in your home that you're concerned about, contact the builder straight away.

You must keep records in case you need to prove when you contacted them. Ideally, you should send a letter or email so you can keep a copy. If you phone, or speak to them in person, keep notes of what was said, who you spoke to, and when the conversation took place.

Once you've reported the problem, you must give the builder a reasonable length of time to deal with it and allow them access during their normal working hours.

If they don't put things right within a reasonable timeframe, please contact us.

Remember that the builder is only responsible if you tell them about the problem during the builder warranty period.

If you're unable to contact the builder, let us know.

What we'll need from you

If you ask us for help, we'll ask you to tell us about the problem and when you first noticed it. We'll also need to know when and how you told the builder, and what they said.

We may ask you to send us photos of the problem. If we ask for them, you must also send us copies of any letters, notes of conversations,

contracts, plans, leases, quotations, receipts and any other documents or information about your home.

If your home is in an apartment block, or is joined to another house, and the problem is in a shared part (such as a communal staircase or shared wall), we'll probably need more information from you, including details about your managing agent or neighbours, before we can help. We'll also ask you to contact your managing agent so they can make the claim on your behalf.

What we'll do

If we think our resolution service is appropriate in your case, we'll normally contact the builder and ask them to resolve the dispute directly with you.

We'll ask the builder to contact you within 10 working days to let you know the next steps. They should provide you with a reasonable timeframe to arrange and complete any necessary repairs and you must allow them access to your home during their normal working hours. It's not always easy to predict timescales for repairs without knowing how complex the job will be, so you need to allow them enough time to deal with your concerns, bearing in mind the nature of the reported issue.

If the builder doesn't complete the work within the timeframe they agree with you, please contact us again.

We'll then assess your case to establish whether the builder complied with our requirements when your home was built.

We may be able to do this by carrying out a desktop assessment. In this case, we'll call you and the builder to get more information, and then we'll review any photos or documents that either of you sent us. Or, if necessary, we'll arrange a resolution meeting at your home and we'll invite the builder to attend. We carry out desktop assessments and resolution meetings on weekdays, during normal working hours.

Once we've assessed the case, we'll send you and the builder a resolution report, which will contain our findings.

Our findings

If we find that the builder complied with our requirements when they built your home, they won't need to carry out any further action.

If we find that the builder didn't comply with our requirements, our report will tell them what tests, investigations or repairs they must carry out. We'll also set timescales for the action to be completed.

If the builder disputes the content of our report or the timeframes that we set, we may need to review our decision or agree an extension of time to complete the work.

If the builder accepts our findings, they must carry out the work at their own expense. It's up to them to ensure the work is carried out in accordance with our requirements.

If the builder doesn't comply with our resolution report by the date we set them, let us know as soon as the date has passed.

If you accept our findings, you must allow the builder access to your home (on weekdays, during their normal working hours) to complete the required work.

If you have any queries with our resolution report or our findings, let us know straight away. If we're unable to help you further, you could consider another way to resolve your dispute.

Our guarantee

If you tell us the builder didn't comply with our resolution report by the date we set them, we'll investigate and may take over their responsibilities under the 'NHBC guarantee'.

That means we'll either pay you what it would cost us to complete the work so you can arrange it yourself or we'll arrange for the work to be carried out.

Moving out of your home

If it's absolutely necessary for your home to be empty so that the repairs can be carried out,

you may need to move into alternative accommodation.

If so, the builder must pay for the reasonable cost of removals, storage and appropriate alternative accommodation. But you must get their agreement before you start to incur these costs. They won't be responsible for normal living expenses, such as food and drink.

Other costs

If you want to use your own professional adviser, such as an architect, surveyor or solicitor, you're free to do so. However, we won't normally pay their fees as part of a claim and they won't be recoverable from the builder.

Other ways to resolve your dispute

If we consider your dispute isn't suitable for our resolution service, or if you don't agree with the findings in our resolution report, you may choose to use a different way to settle your dispute with the builder. There are details of other choices available to you in your policy document.

Bear in mind that your concerns were raised during the builder warranty period, so any action you take will need to be against the builder and not us.

If the matter in dispute isn't covered by Buildmark, the Consumer Code for Home Builders scheme may be able to help.

You can find more information about this scheme at www.consumercode.co.uk.

If the builder is insolvent

If you think the builder could be insolvent, please let us know straight away and send us any evidence that you may have.

Need more advice?

If you have any concerns or questions that aren't covered by this guide, please contact us.

Please call us if you'd like to receive this information in an alternative format, such as large print, audio or Braille.

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