

Your guide to

Making a claim

under section 3

Section 3 of Buildmark and Buildmark for Apartments covers damage caused by defects in certain parts of your home.

This guide explains the cover and lets you know what to expect while we deal with your claim.

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



About section 3

Our Buildmark and Buildmark for Apartments policies cover newly built or converted homes for ten years. The policy booklets are divided into sections. These guidance notes are about section 3, which is the insurance cover we provide in years three to ten for damage caused by defects in certain parts of your home.

The cover

When a builder builds or converts a home covered by an NHBC policy, they must make sure it's built in accordance with our 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.

We provide cover if there's damage to your home that's been caused because the builder didn't comply with our mandatory requirements when they built the parts of the home listed in section 3 of your policy booklet. (These are mainly the structural and weatherproofing parts.)

In some policies, we also provide cover if a defect in a flue or chimney causes a danger to the health and safety of you and your family.

If you're not sure about anything in your policy booklet, you can contact us to check what protection you have for your home.

When you can claim

The notification period for making a claim under section 3 normally starts two years after the completion date for your home (this date is printed on your insurance certificate) and ends eight years later.

This means you must notify us about your claim within this period.

If your claim is for a shared (common) part, that you and the owners of any other homes are responsible for maintaining and repairing, this period may be different. To find out when you can make a claim in this case, please contact us.

The minimum claim value

We apply a minimum value to our claims instead of an excess. This means, if the cost to us of dealing with your claim is more than the minimum claim value (and it meets the other required conditions), we'll do the work or pay the cost and you won't have to make a contribution.

The minimum claim value is specified in section 3 of your policy and it's increased every year to allow for the effects of inflation. Please contact us to find out the minimum claim value that currently applies to your policy.

Conditions of cover

To be covered under section 3 of the policy, your claim must meet all of the following conditions:

1. There's damage to the home.
2. The damage is caused by a defect (this means the builder didn't comply with our requirements) in a part of the home listed in section 3 of your policy booklet.
3. The cost of repair is more than the minimum value shown in your policy booklet.

4. You reported the problem to us within the notification period.

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 has financial limits, which are the maximum amounts we'll pay. The limits are used up as we make payments on claims. 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.

Making a claim

If you notice anything in your home that you're concerned about, which you think is covered by the policy, you must tell us straight away.

If your home is in an apartment block, or is joined to another house, and the problem is in a common part (such as a shared staircase or shared wall), we'll probably need more information from you, including details about your managing agent or neighbours, before we can progress your claim.

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.

Assessing your claim

We'll assess your claim to make sure it's covered by our policy. We may do this by reviewing information and photos supplied by you or other parties.

If necessary, we'll arrange an investigation meeting at your home. The meeting will be on a weekday, during normal working hours.

We'll invite the original builder of your home to attend the meeting too, as we may need their help with the investigation.

If the builder can't be at the meeting, we may arrange for one of our approved building contractors to attend instead so that they can help with any investigation work that's needed.

We'll look at the item you reported, take photos and make notes. If we can, we'll let you know at the meeting if we'll accept your claim or not. Sometimes we may need more information before we can make a decision.

Once we've assessed your claim, we'll send you and the builder an investigation report, which will contain our findings.

Settling your claim

If the item you reported is covered under the terms of the policy, we'll decide the best way to settle your claim, depending on the individual circumstances of your case. We'll either pay you the cost of repairing the damage or we'll arrange to get the necessary repairs done at our expense.

If we decide to pay you, we'll work out what it would cost us to do the repairs, or we may ask you to get estimates, and then make you a settlement offer. You can then choose your own contractor to do the work and use the money we give you to pay them.

If we decide to arrange the repairs, we'll instruct one of our approved building contractors with experience in repairing homes.

Sometimes the original builder of your home will offer to do the work, and they'll make arrangements with you to carry out the repairs.

You must allow the contractor or builder reasonable access to your home (on weekdays, during their normal working hours) to carry out the work.

Other costs

Sometimes a home will need to be empty before repairs can be carried out. If so, we'll pay for the reasonable cost of removals, storage and appropriate alternative accommodation. We'll only ask you to move out if it's absolutely necessary for your home to be empty so that the repairs can be done.

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 because we employ our own staff to investigate and assess the repair work needed.

Other insurance cover

We don't cover anything that's covered by legislation or other insurance. For example, we don't cover mining subsidence (which is covered by legislation) or storm damage (which may be covered by your household insurance policy).

If we think you may have cover under another policy, we'll ask you to send us copies of your building and contents insurance policies, and we may ask you to make a claim with your other insurer.

Additional cover under Buildmark

If NHBC Building Control Services Ltd carried out building control for your home, we provide cover if there's an immediate danger to health and safety because the home doesn't comply with certain Building Regulations. Your insurance certificate will show if this cover applies.

We also provide cover if you've been, or are likely to be, served with a Statutory Notice because your home is built on contaminated land.

To find out more about this additional cover, please contact us.

If you're not the first owner

As part of the conveyancing process, your solicitor should have asked the previous owner if there were any defects in the home and whether any claims had been made to us or another insurer.

If you're not the first owner, we won't cover any issues that have previously been claimed for or anything that you knew about when you bought your home and were compensated for. Compensation could have been financial (such as a reduction in the price you paid for the home) or non-financial (such as an agreement with the seller to keep items of furniture).

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.

NHBC Claims, NHBC House, Davy Avenue,
Knowlhill, Milton Keynes, Bucks MK5 8FP
Tel: 0800 035 6422 www.nhbc.co.uk

NHBC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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



This leaflet has been printed on material which is produced from well-managed forests and is fully recyclable and biodegradable, ECF (elemental chlorine free) and is made to ISO 14001 Environmental Certification.