



# Buildmark

## Protection for new homes

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Applies to newly built, converted or renovated homes registered with NHBC from 1 April 2014





## How to contact us



**0800 035 6422**  
(Monday to Friday 8.30am to 5.30pm)



**[www.nhbc.co.uk](http://www.nhbc.co.uk)**



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



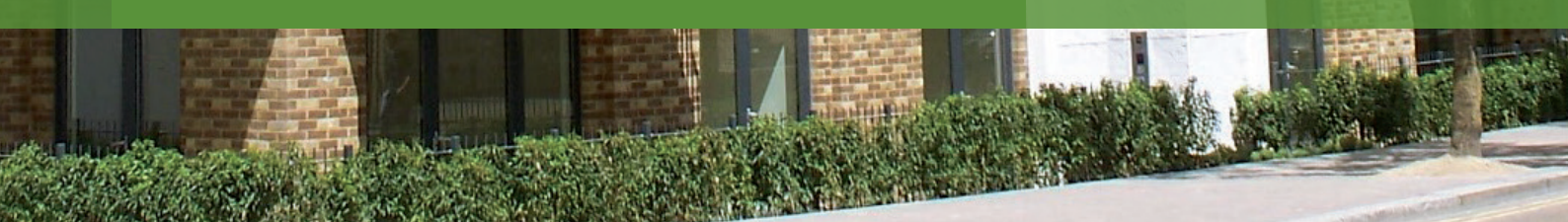
**For claims:**  
[claims@nhbc.co.uk](mailto:claims@nhbc.co.uk)

**For complaints about NHBC:**  
[consumeraffairsteam@nhbc.co.uk](mailto:consumeraffairsteam@nhbc.co.uk)

**For general enquiries:**  
[cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

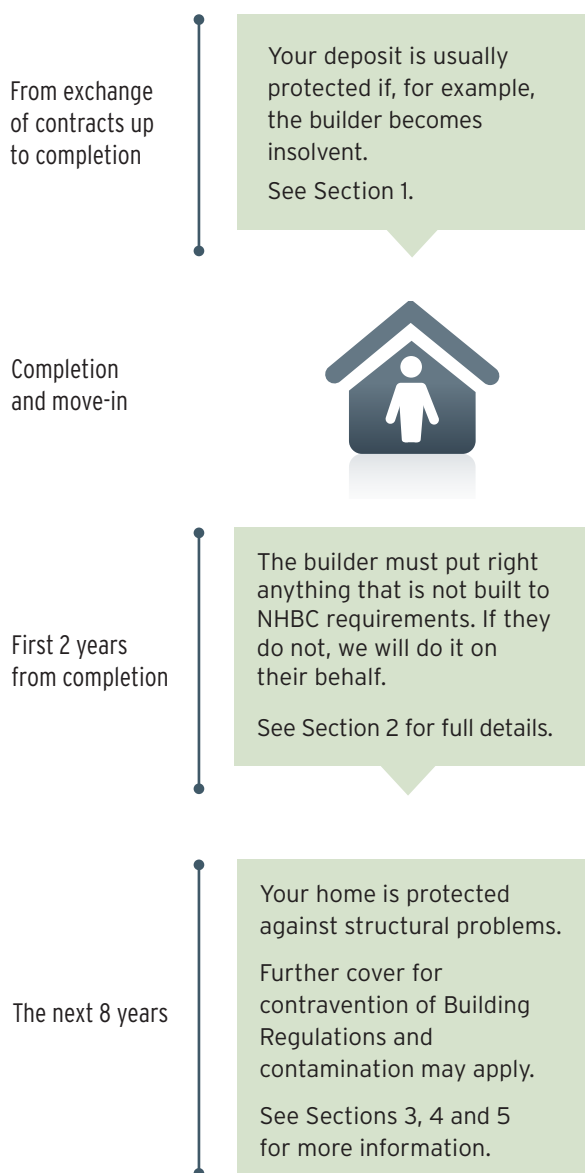
## How to contact the builder

The builder should give contact details to the first owner. The Buildmark certificate will say who the builder is. Contact us if you need help contacting the builder.



## Example and contents

### Typical example of Buildmark



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

You should refer to the full terms and conditions in this document (including the exclusions and limitations) to see if a particular problem is covered by Buildmark. You can contact us for help if you are not sure.

Cover for contravention of Building Regulations is only provided if we undertake the building control for your home.

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# Welcome

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Welcome to **Buildmark**, the protection for newly **built homes**, from NHBC (National House-Building Council) and the **builder of your home**.

This document contains the terms and conditions of **Buildmark**, which is a legal agreement between **you**, the **builder** and **NHBC**. The **builder** authorises **NHBC** to commit the **builder** to fulfil the **builder's** responsibilities to **you** as described in this document.

Wherever words or phrases appear in **bold** in this document, they will have the meanings described in the 'Meanings of key words and phrases' section (see page 15).

## How Buildmark protects you

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

- a) failing to comply with the **NHBC requirements**, or
- b) becoming **insolvent** or acting fraudulently.

The cover is described in five sections on pages 5-10 which apply in different ways and at different times.

The protection under Sections 2-5 will only come into force if **we** issue a **Buildmark confirmation** and is limited to the cover described in this document. In particular:

- there are some things that are not **our** responsibility as explained on page 13
- there are limits to how much **we** will pay as explained on pages 11 & 12
- some or all of the **Buildmark** protection may be used up as explained on pages 11 & 12; and
- **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. Homeowners should buy separate insurance for these things.

**We** do not apply an excess under any section of **Buildmark** - in other words, **you** do not have to pay the first part of a claim. However, in Section 3 there is a **minimum claim value**. This means that if the cost to **us** of dealing with **your** claim under that section is above the **minimum claim value**, **we** will do the work or pay the cost in full and **you** will not have to make any contribution. If the cost is below the **minimum claim value**, **we** will not do the work or pay anything.

## NHBC requirements

All builders registered with **us** must comply with the **NHBC requirements**. These are contained in the NHBC Standards **we** publish. **You** can view the NHBC Standards on **our** website [nhbc.co.uk](http://nhbc.co.uk) or contact **us** for details.

**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** 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**.

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**.

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## Our regulators

**NHBC** is an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority to provide insurance and guarantees. **Our** registration number is 202261. The Financial Conduct Authority keeps a register of all regulated firms, so **you** can check that **NHBC** is registered with them.

For more about the Prudential Regulation Authority, call 020 7601 4878; write to Bank of England, Threadneedle Street, London EC2R 8AH; or visit their website [bankofengland.co.uk/pru](http://bankofengland.co.uk/pru).

For more about the Financial Conduct Authority, call 0800 111 6768; write to 25 The North Colonnade, Canary Wharf, London E14 5HS; or visit their website [fca.org.uk](http://fca.org.uk).

## The Financial Services Compensation Scheme (FSCS)

**NHBC** is 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; write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU; or visit their website [fscs.org.uk](http://fscs.org.uk).

## Complaints

**We** pride ourselves on the service **we** give **our** customers and **we** hope that **you** do not have cause 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 **your** complaint will be dealt with and give **you** written details of **our** complaints procedure. This will include information about the types of complaint that can be referred to the Financial Ombudsman Service if **you** are dissatisfied with **our** final response to **your** complaint.

You can download a copy of our Customer Charter from our website [nhbc.co.uk](http://nhbc.co.uk).

For more about the Financial Ombudsman Service, call 0800 023 4567; write to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR; or visit their website [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

## Consumer Code for Home Builders

The Consumer Code for Home Builders gives protection and rights to purchasers of new homes, ensuring that all new home buyers are treated fairly and are fully informed by the builder about their purchase before and after they sign the contract.

If the **builder** fails to meet the requirements of the Code, **you** can make a complaint to the Code's independent Dispute Resolution Scheme. Disputes are resolved using an adjudication process.

For further information about the Code, visit the website [consumercodeforhomebuilders.com](http://consumercodeforhomebuilders.com)

## How we protect your privacy

**We** will normally keep personal information about **you** confidential. However:

- **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
- **we** may be required by law to pass on personal information to another person in certain circumstances, for instance if required by a court or government body; and
- **we** may need to tell a later **owner** about claims an earlier **owner** made, if that affects what the later **owner** can claim.

## Section 1 - Insurance before completion

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### When this section applies

This section applies 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 only claim under this section up to the **completion date**.

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

What we will do	Conditions and limitations
<p><b>We</b> will reimburse <b>your deposit</b> or <b>we</b> will pay <b>you</b> the reasonable extra cost above the contract price for work necessary to complete <b>your home</b> to the <b>NHBC requirements</b>.</p> <p>Alternatively, if <b>we</b> choose to, <b>we</b> will take responsibility for having the work done to complete <b>your home</b>.</p>	<p>The insolvency or fraud that results in <b>your</b> claim must happen after <b>you</b> accept the <b>Buildmark offer</b>.</p> <p>There are limits to how much <b>we</b> will pay (as explained on pages 11 &amp; 12).</p> <p>Some things are not <b>NHBC's</b> responsibility under <b>Buildmark</b> (as explained on page 13).</p>

The meaning of words in **bold** can be found on pages 15-17.

## Section 2 - Builder warranty and NHBC guarantee

### When this section applies

This section applies if the **builder** failed to comply with the **NHBC requirements** when **building your home** and **you** tell them about it or any resulting damage.

### When you can claim

**You** can only claim under the **builder** warranty (as described below) during the **builder warranty period**. This is 2 years from the **completion date** for **your home** - except for **common parts**, where it is 3 years from the first **completion date** for the **homes** which share the **common parts** and which are protected by **Buildmark** or similar protection **we** provide.

Once told about a problem during the **builder warranty period**, the **builder** remains responsible for dealing with it even after this period ends. **You** can also claim under the **NHBC** guarantee (as described overleaf) even after this period ends.

First contact the **builder** and tell them if **you** think they failed to comply with the **NHBC requirements** when **building your home**.

**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, as well as when and who **you** wrote or spoke to. If after contacting the **builder**, they do not put things right, contact **us** and:

1. **we** will offer to provide **our resolution service**; and
2. if the **builder** still does not put things right after the **resolution service** says they should, **you** are protected by the **NHBC** guarantee.

What the builder must do - the builder warranty	Conditions and limitations
<p>If <b>you</b> tell the <b>builder</b> about a problem during the <b>builder warranty period</b>, then within a reasonable time, the <b>builder</b> must put right their failure to comply with the <b>NHBC requirements</b>, including:</p> <ul style="list-style-type: none"> <li>■ repairing physical damage to <b>your home</b> resulting from their failure; and</li> <li>■ paying for the reasonable cost of removal and storage of <b>your</b> possessions and for alternative accommodation, if that is necessary while this work is being done.</li> </ul>	<p>Some things are not the <b>builder's</b> responsibility under <b>Buildmark</b> (as explained on page 13).</p>

Section 2 continues overleaf

The meaning of words in **bold** can be found on pages 15-17.

## Section 2 - continued

What we will do - the resolution service	Conditions and limitations
<p>If <b>you</b> tell <b>us</b> the <b>builder</b> failed to fulfil their responsibilities under the <b>builder</b> warranty, <b>we</b> will offer to provide <b>our resolution service</b>. If <b>you</b> agree to that, <b>we</b> will contact the <b>builder</b> about the items reported.</p> <p>If that does not result in the <b>builder</b> resolving the items to <b>your</b> satisfaction, <b>we</b> will investigate and then decide what the <b>builder</b> must do to fulfil their responsibilities under the <b>builder</b> warranty.</p> <p><b>We</b> will then tell <b>you</b> and the <b>builder</b> what <b>we</b> decide, in a written <b>resolution report</b>.</p>	<p>A <b>resolution report</b> is binding on the <b>builder</b> but not on <b>you</b>.</p> <p><b>We</b> can only help with disputes about the <b>builder's</b> failure to <b>build your home</b> in compliance with the <b>NHBC requirements</b>. <b>We</b> cannot help with other matters such as disputes over boundaries, planning, contractual and financial matters.</p>

What we will do - the NHBC guarantee	Conditions and limitations
<p>If the <b>builder</b> does not fulfil their responsibilities under the <b>builder</b> warranty, <b>we</b> will do so on their behalf or alternatively if <b>we</b> choose to, <b>we</b> will pay <b>you</b> what it would cost <b>us</b> to have the work done.</p> <p><b>You</b> are protected by the <b>NHBC</b> guarantee for what <b>we</b> (in a <b>resolution report</b>) or a court (in a judgment or, in Scotland, a decree) decide the <b>builder</b> should have done to fulfil their responsibilities under the <b>builder</b> warranty.</p>	<p><b>You</b> cannot claim for something under the <b>NHBC</b> guarantee if <b>you</b> can claim for it under Section 1, or if <b>you</b> could have done when <b>you</b> first knew about it.</p> <p>There are limits to how much <b>we</b> will pay (as explained on pages 11 &amp; 12).</p> <p>Some things are not <b>NHBC's</b> responsibility under <b>Buildmark</b> (as explained on page 13).</p> <p>If the <b>builder</b> does not fulfil their responsibilities under the <b>builder</b> warranty, <b>you</b> may choose to take them to court if <b>you</b> disagree with the decision in <b>our resolution report</b> or if <b>you</b> choose not to use the <b>resolution service</b>. If <b>you</b> do begin a court case, the <b>NHBC</b> guarantee only applies to the decisions about the <b>builder's</b> responsibilities made in a judgment or, in Scotland a decree, against the <b>builder</b> in the courts of the United Kingdom or the Isle of Man, when the judgment or decree has been given by the court after the merits of the claim have been considered. <b>We</b> will not pay for judgments, or decrees made by a default or undefended procedure or by consent.</p>

The meaning of words in **bold** can be found on pages 15-17.



## Section 3 - Insurance after the builder warranty period

### When this section applies

This section applies if there is physical damage to **your home** because the **builder** failed to **build** the following parts of **your home** to comply with the **NHBC requirements**:

- Foundations, walls, external cladding, curtain walling, external render and external vertical tile hanging, roofs, ceilings, balconies, load-bearing parts of the floors, flues, chimneys and access steps, to the **main structure**.
- Staircases, floor decking and screeds, to the inside of the **main structure**, if they fail to support normal loads.
- Retaining walls, if they are necessary for the structural stability of the **main structure**.
- Double- or triple-glazing panes to outside windows and outside doors, to the **main structure**, if newly installed at the **completion date**.
- Below-ground drainage for which **you** are responsible.

### When you can claim

**You** can only claim under this section during the 8 years after the **builder warranty period**.

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

What we will do	Conditions and limitations
<p><b>We</b> will take responsibility for having the work done to put right the physical damage to <b>your home</b>, if the cost to <b>us</b> is above the <b>minimum claim value</b>.</p> <p>Alternatively, if <b>we</b> choose to, <b>we</b> will pay <b>you</b> what it would cost <b>us</b> to have the work done if it is above the <b>minimum claim value</b>.</p> <p><b>We</b> will also pay for the reasonable cost to <b>us</b> of removal and storage of <b>your</b> possessions and alternative accommodation, if that is necessary while this work is being done.</p>	<p><b>You</b> cannot claim for:</p> <ul style="list-style-type: none"> <li>■ damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless the damage results in the entry of water into <b>your home</b></li> <li>■ shrinkage, thermal movement or movement between different types of materials</li> <li>■ cracking, spalling or mortar erosion, which does not impair the structural stability or weather tightness of <b>your home</b></li> <li>■ water entry, dampness or condensation to an underground garage, where its structural integrity is not affected</li> <li>■ sound transmission</li> <li>■ changes in the colour or texture of, or staining to, external finishes</li> <li>■ replacement of solar roof tiles or panels solely because they do not generate heat or electricity.</li> </ul> <p><b>You</b> cannot claim for something under this section if <b>you</b> can claim for it under Sections 1 or 2, or if <b>you</b> could have done when <b>you</b> first knew about it.</p> <p>There are limits to how much <b>we</b> will pay (as explained on pages 11 &amp; 12).</p> <p>Some things are not <b>NHBC's</b> responsibility under <b>Buildmark</b> (as explained on page 13).</p>

## Section 4 - Additional insurance for Building Regulations

When this section applies
<p>This section applies if there is an imminent danger to physical health or safety because the <b>builder</b> failed to comply with the following <b>Building Regulations</b> when <b>building</b> the <b>main structure</b> of <b>your home</b>.</p> <ul style="list-style-type: none"> <li>■ Part A - Structure</li> <li>■ Part B - Fire safety</li> <li>■ Part C - Site preparation and resistance to contaminants and moisture</li> <li>■ Part J - Combustion appliances and fuel storage systems</li> <li>■ Part K - Protection from falling, collision and impact</li> <li>■ Part N - Glazing safety in relation to impact, opening and cleaning</li> </ul>

When you can claim
<p><b>You</b> can only claim under this section during the 8 years after the <b>builder warranty period</b>.</p> <p>Contact <b>us</b> and tell <b>us</b> if <b>you</b> think there is an imminent danger to physical health or safety.</p>

What we will do	Conditions and limitations
<p><b>We</b> will take responsibility for having the work done to put right the failure to comply with the <b>Building Regulations</b>.</p> <p>Alternatively, if <b>we</b> choose to, <b>we</b> will pay <b>you</b> what it would cost <b>us</b> to have the work done.</p> <p><b>We</b> will also pay for the reasonable cost to <b>us</b> of removal and storage of <b>your</b> possessions and alternative accommodation, if that is necessary while this work is being done.</p>	<p><b>We</b> must have provided the building control service for <b>your home</b>. If <b>we</b> did, this will be stated on the <b>Buildmark certificate</b> for <b>your home</b>.</p> <p><b>You</b> cannot claim for something under this section if <b>you</b> can claim for it under Sections 1, 2 or 3, or if <b>you</b> could have done when <b>you</b> first knew about it.</p> <p>There are limits to how much <b>we</b> will pay (as explained on pages 11 &amp; 12).</p> <p>Some things are not <b>NHBC's</b> responsibility under <b>Buildmark</b> (as explained on page 13).</p>

The meaning of words in **bold** can be found on pages 15-17.

## Section 5 - Additional insurance for contamination

### When this section applies

This section applies if **you** receive a **statutory notice** for **your land** or the condition of **your land** is such that a **statutory notice** could be issued.

### When you can claim

**You** can only claim under this section during the 8 years after the **builder warranty period**.

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

What we will do	Conditions and limitations
<p><b>We</b> will take responsibility for having the work done to treat, isolate or remove <b>contamination</b> from <b>your land</b> in accordance with the <b>statutory notice you</b> have received or, if <b>you</b> have not received one, so that the condition of <b>your land</b> is such that a <b>statutory notice</b> could not be issued.</p> <p>Alternatively, if <b>we</b> choose to, <b>we</b> will pay <b>you</b> what it would cost <b>us</b> to have the work done.</p> <p><b>We</b> will also pay for the reasonable cost to <b>us</b> of removal and storage of <b>your</b> possessions and alternative accommodation, if that is necessary while this work is being done.</p>	<p><b>You</b> can claim only if <b>contamination</b> was present on <b>your land</b> on the <b>completion date</b> and its presence then could have resulted in a <b>statutory notice</b> being issued under legislation or official guidance then in force.</p> <p><b>You</b> cannot claim for something under this section if <b>you</b> can claim for it under Sections 1, 2, 3 or 4, or if <b>you</b> could have done when <b>you</b> first knew about it.</p> <p>There are limits to how much <b>we</b> will pay (as explained on pages 11 &amp; 12).</p> <p>Some things are not <b>NHBC's</b> responsibility under <b>Buildmark</b> (as explained on page 13).</p>

The meaning of words in **bold** can be found on pages 15-17.

## Limits to how much we will pay

The limits that apply to **your home** and **your land** for claims under each section of **Buildmark** are shown in the table below.

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

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

### Financial limits

	Limits that apply to <b>your home</b> and <b>your land</b>		Overall limits for the <b>continuous structure</b> that includes <b>your home</b> (where applicable)		Overall limits for the <b>development</b> that includes <b>your land</b> (where applicable)	
	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
<b>Section 1</b> (Page 5)	10% of the <b>original purchase price</b> , up to a maximum of £100,000					
<b>Section 2 &amp; 3 combined</b> (Pages 6 to 8)	The <b>original purchase price</b> , up to a maximum of £1,000,000	The <b>original purchase price</b> , up to a maximum of £500,000	£25,000,000	£5,000,000		
<b>Section 4</b> (Page 9)	The <b>original purchase price</b> , up to a maximum of £1,000,000	The <b>original purchase price</b> , up to a maximum of £500,000	£25,000,000	£5,000,000		
<b>Section 5</b> (Page 10)	The <b>original purchase price</b> , up to a maximum of £1,000,000	The <b>original purchase price</b> , up to a maximum of £500,000			£25,000,000	£5,000,000

### Allowing for inflation

The limits that apply for claims under sections 2, 3, 4 and 5 (shaded green in the table) are increased on each anniversary of the **completion date** by 5% of the original limit (**we** do not calculate the increase on a compound basis). **We** then deduct the amounts **we** have paid or have to pay for claims **we** have accepted.

### Alternative accommodation

For removal, storage and alternative accommodation, **we** will pay up to 10% from the available financial limit (shaded green in the table) of the section of **Buildmark** under which **you** claim.

## Limits to how much we will pay - continued

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### Overall limits for the continuous structure that includes your home (where applicable)

When **your home** is in a **continuous structure**, there are additional overall limits that will apply (shaded in yellow in the table). 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 not pay further claims.

### Overall limits for the development that includes your land (where applicable)

When **your land** is in a **development**, there is an additional overall limit that will apply (shaded blue in the table). 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 not pay further claims.

### Common parts

The following points apply if **your** claim involves **common parts**:

1. **We** will normally take responsibility for having the work done to put things right if **you** and **your** neighbours (who share the **common parts**) all want **us** to and **we** are responsible for the cost of all the work under **Buildmark** or similar protection **we** provide for **you** and **your** neighbours.
2. Otherwise, if **we** decide to make a payment, **we** will calculate this based on **your** reasonable share of the cost to **us** of doing the work that needs to be done to the **common parts**. **We** work this out by assuming that all those, including **you**, who share the **common parts** also share the responsibility to contribute towards the cost of repair and pay a reasonable share of the cost. **We** take into account the terms of any relevant agreement, for example a lease or maintenance agreement and in Scotland the title deeds of **your home**, as well as the terms and conditions of **Buildmark** or similar protection **we** provide for **you** and **your** neighbours.
3. For claims under Section 3, the **minimum claim value** applies to **your** share of the cost. **We** may still pay or take responsibility for having work done to the **common parts** even if **your** reasonable 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** or similar protection **we** provide for **you** and **your** neighbours is more than 10 times the **minimum claim value**.

### How we calculate what we have to pay

If **we** have to pay for something, **we** will calculate the cost based on the amount it will cost **us** to have the work done, but:

1. **we** will not pay more than a reasonable amount
2. **we** will not pay to replace an undamaged item because a replacement item does not match the undamaged item in appearance; and
3. **we** will not be responsible for costs resulting from **your** unreasonable delay in pursuing a claim.

## Things Buildmark does not protect you against

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**Buildmark** does not protect **you** against every event or circumstance. It only protects **you** against the things outlined, in this document. Below, **we** explain some important things that **Buildmark** does not protect **you** against.

**You** cannot claim under **Buildmark** for, or for anything resulting from, any of the following:

1. Anything that the **Buildmark certificate** says is excluded.
2. Anything which has already been claimed for under **your Buildmark**.
3. Anything for which **you** can claim under an insurance, warranty or guarantee scheme (other than **Buildmark**) or a statutory compensation scheme (for example for coal-mining or brine-pumping subsidence).
4. Anything that **you** knew about before **you** purchased **your home** or **your land** and for which **you** agreed a reduction in the price paid or were compensated in some other way.
5. Anything done to **your home** or **your land** after the **completion date**, except for work done by the **builder** or **NHBC** to fulfil responsibilities under **Buildmark**.
6. Wear and tear, neglect and failure to do appropriate maintenance.
7. Damage caused by apparatus operating as it is designed to do (for example sprinkler systems, flood-protection systems and sustainable urban drainage systems).
8. Damage caused by anything which is not part of **your home** or **your land**.
9. Storms and other severe weather conditions.
10. Flooding and changes in the water-table level.
11. Fire and smoke.
12. Damp, condensation and shrinkage not resulting from the **builder's** failure to comply with the **NHBC requirements**.
13. Failure to obtain, or to build, convert or renovate in accordance with planning permission.
14. Reduction in the value of **your home** or **your land**, not being able to use or enjoy **your home** or **your land**, financial loss (for instance loss of rental or other income), inconvenience and distress.
15. Death or injury (including injury to mental health).
16. The cost of taking professional advice in connection with **your** claim (except for legal costs payable under **our** guarantee in Section 2 if **you** take legal action against the **builder**).
17. 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.

# General conditions

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## Applicable law

Under European law, **you** and **we** may together choose which law will apply to **Buildmark**. However, unless agreed otherwise by **us** and **you** (being the first **owner**) at the time when **you** accept the **Buildmark offer**, the law that applies to **Buildmark** is the law that applies where **your home** is situated if it is in the United Kingdom or the Isle of Man or the law of England if **your home** is situated elsewhere.

**Your** rights under **Buildmark** are in addition to and do not replace or prevent **you** exercising other legal rights (for example, contractual, statutory or common-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**, subject to the terms and conditions in this document.

When a **home** is sold, the seller (being the former **owner**), subject to the terms and conditions in this document:

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

## Enforcing your rights

If **we** want to, **we** can start or take over and conduct 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 on the conduct of proceedings and the settlement of a claim.

## Cancellation

Within 14 days of accepting the **Buildmark offer**, **you** have the right to cancel. If **you** wish to cancel, tell **us** in writing (by email or letter). If **you** cancel, **you** will have no protection provided by **Buildmark**.

## How to help us and the builder deal with claims

**You** need to take all reasonable steps to minimise loss and damage to **your home**.

When asked to by **us** or the **builder**, **you** need to:

- allow access to **your home** and **your land** during normal working hours to carry out investigations and work;
- obtain permission to access neighbouring land and obtain any other permission needed to allow investigations and work;
- give any information and help that is reasonably needed.

**We** may ask **you** to carry out some initial investigations. For example, **we** may ask **you** to:

- send **us** photographs of the problem;
- 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. For a problem with a gas flue, **we** may ask **you** to get a report from a registered heating engineer.

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.

## Meanings of key words and phrases

<b>builder</b>	The person, firm or company responsible for <b>building your home</b> , being an <b>NHBC</b> registered builder or developer and being identified as the builder in the <b>Buildmark offer</b> and the <b>Buildmark certificate</b> for <b>your home</b> .
<b>builder warranty period</b>	This is 2 years from the <b>completion date</b> for <b>your home</b> - except for <b>common parts</b> , where it is 3 years from the first <b>completion date</b> for <b>homes</b> which share the <b>common parts</b> and which are protected by <b>Buildmark</b> or similar protection <b>we</b> provide.
<b>building/builds/built</b>	Includes newly converted or renovated <b>homes</b> .
<b>Building Regulations</b>	Regulations made under the Building Act 1984, the Building (Scotland) Act 2003, the Building Regulations (Northern Ireland) Order 1979, or similar legislation that applies to the construction of <b>your home</b> .
<b>Buildmark</b>	The protection provided by <b>NHBC</b> and the <b>builder</b> as explained in this document.
<b>Buildmark certificate</b>	The certificate <b>we</b> issue to the first <b>owner</b> to confirm a <b>home</b> is protected by <b>Buildmark</b> .
<b>Buildmark confirmation</b>	The document <b>we</b> issue to the <b>builder</b> to confirm <b>we</b> are willing to provide the full protection of <b>Buildmark</b> .
<b>Buildmark offer</b>	The offer of protection with <b>Buildmark we</b> make to the first <b>owner</b> .
<b>common parts</b>	The following parts, when <b>you</b> share with other people the responsibility to contribute towards the cost of repair and that responsibility came with <b>your home</b> : <ul style="list-style-type: none"> <li>a. In the case of a flat or maisonette, the structure of the building containing it.</li> <li>b. The drainage system serving the dwelling.</li> <li>c. The garages, permanent outbuildings, retaining walls and boundary walls.</li> <li>d. The external handrails and balustrades, paths, drives, gardens and paved areas, newly <b>built</b> by the <b>builder</b> at the <b>completion date</b>.</li> </ul>
<b>completion date</b>	This is the later of the following dates for a <b>home</b> : <ul style="list-style-type: none"> <li>a. The date of legal completion (or, in Scotland, the date of entry) of the purchase by the first <b>owner</b>.</li> <li>b. The date of the <b>Buildmark confirmation</b>.</li> </ul> <p>However, if a <b>builder builds</b> a <b>home</b> under a building <b>contract</b> (for example on land owned by or to be purchased separately by the first <b>owner</b>) or a <b>home</b> is occupied as a dwelling before the date of legal completion (or, in Scotland, the date of entry) of the purchase by the first <b>owner</b>, then the completion date is always the date of the <b>Buildmark confirmation</b>.</p>
<b>contamination</b>	The presence of a substance in or on <b>your land</b> following its discharge, dispersal, deposit, release or escape.
<b>continuous structure</b>	A structure containing 2 or more dwellings. For example, with a terrace of houses, <b>we</b> treat that as one continuous structure, but with 2 apartment blocks joined by a bridge, walk-way or underground parking, <b>we</b> treat that as 2 continuous structures.



<b>contract</b>	The contract (or, in Scotland, missive) between the <b>builder</b> and first <b>owner</b> of a <b>home</b> to buy from the <b>builder</b> , or to have <b>built</b> by the <b>builder</b> , the <b>home</b> referred to in the <b>Buildmark offer</b> .
<b>deposit</b>	The amount <b>you</b> paid the <b>builder</b> as part payment of the purchase price for <b>your home</b> .
<b>development</b>	An area that is covered by a single detailed planning consent or a series of consents relating to continuous development by the <b>builder</b> .
<b>home</b>	<p>The dwelling referred to in a <b>Buildmark offer</b>, together with any of the following sold or provided under the <b>contract</b>:</p> <ol style="list-style-type: none"> <li>The <b>common parts</b>.</li> <li>The parts of the drainage system serving the dwelling, for which the <b>owner</b> is responsible.</li> <li>The garages, permanent outbuildings, retaining walls and boundary walls.</li> <li>The external handrails and balustrades, paths, drives, gardens and paved areas newly <b>built</b> by the <b>builder</b> at the <b>completion date</b>.</li> <li>The electrical fixed-wiring and lighting system, plumbing, heating system, air-conditioning system, smoke alarm, waste-disposal unit and water-softening equipment newly installed in the dwelling by the <b>builder</b> at the <b>completion date</b>.</li> </ol> <p>It does not include any fence, temporary structure, swimming pool, lift or any electrical, electronic or mechanical equipment (whether built-in or not) except items listed in (e) above and items included in <b>your home</b> to comply with the <b>Building Regulations</b>.</p>
<b>insolvent</b>	<p>The <b>builder</b>:</p> <ol style="list-style-type: none"> <li>has died</li> <li>is declared bankrupt or in Scotland sequestrated</li> <li>is in liquidation</li> <li>has had an administrator appointed</li> <li>has had an administrative receiver or a receiver or manager appointed over any or all of their property, assets or undertaking; or</li> <li>is subject to any other insolvency procedure by whatever means or has a judicial factor appointed to its undertaking.</li> </ol>
<b>land</b>	The ground that surrounds and supports <b>your home</b> and was sold with <b>your home</b> to the first <b>owner</b> under the <b>contract</b> .
<b>main structure</b>	<p>The following parts of <b>your home</b>:</p> <ol style="list-style-type: none"> <li>The dwelling.</li> <li>In the case of a flat or maisonette, the structure of the building containing it.</li> <li>The garages and permanent outbuildings.</li> </ol>
<b>minimum claim value</b>	This is £1,500 from 1st April 2016 and is increased by £50 on 1st April each subsequent year. A lower amount may apply for claims concerning <b>common parts</b> - see page 12 for when this applies and how it will be worked out.

<b>NHBC/we/us/our</b>	National House-Building Council incorporated and registered in England and Wales with company number 00320784 whose registered office is at NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP.
<b>NHBC requirements</b>	<p>Where <b>we</b> refer to <b>NHBC requirements</b> in <b>Buildmark</b>, this means R1, R2, R3 and R4 of the mandatory <b>NHBC</b> technical requirements contained in the NHBC Standards, which are as follows:</p> <ul style="list-style-type: none"> <li>■ R1. Work shall comply with all relevant <b>Building Regulations</b> and other statutory requirements relating to the completed construction work. Please note this does not include statutory requirements concerning planning permission, which is not covered by the NHBC Standards.</li> <li>■ R2. Design and specification shall provide satisfactory performance.</li> <li>■ R3. All materials, products and building systems shall be suitable for their intended purpose.</li> <li>■ R4. All work shall be carried out in a proper, neat and workmanlike manner.</li> </ul>
<b>original purchase price</b>	The purchase price paid by the first <b>owner</b> of <b>your home</b> notified to <b>us</b> by or on behalf of the first <b>owner</b> .
<b>owner/you/your</b>	The person (or persons jointly) who entered into the <b>contract</b> for <b>your home</b> ; then any person (or persons jointly) who as successors in title own the freehold, commonhold or leasehold title; or, where applicable, the mortgagee in possession.
<b>resolution report</b>	A written report <b>we</b> issue as part of the <b>resolution service</b> .
<b>resolution service</b>	The service <b>we</b> provide to decide what work the <b>builder</b> must do to fulfil their responsibilities under <b>Buildmark</b> .
<b>statutory notice</b>	A notice served by an enforcement body under Part II(A) of the Environmental Protection Act 1990 or Part III of the Waste and Contaminated Land (Northern Ireland) Order 1997 (or under equivalent legislation of the Isle of Man, or consolidating, amending or replacement legislation) requiring <b>you</b> to remediate (put right) <b>contamination</b> .



## Talk to us...

Call us now on **0800 035 6422**

(Monday to Friday 8.30am to 5.30pm)

or email us on

**For claims:** [claims@nhbc.co.uk](mailto:claims@nhbc.co.uk)

**For complaints about NHBC:** [consumeraffairsteam@nhbc.co.uk](mailto:consumeraffairsteam@nhbc.co.uk)

**For general enquiries:** [cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

Or visit [www.nhbc.co.uk](http://www.nhbc.co.uk)



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NHBC, NHBC House,  
Davy Avenue, Knowlhill,  
Milton Keynes,  
Bucks MK5 8FP  
Tel: 0844 633 1000  
Fax: 0844 633 0022  
[www.nhbc.co.uk](http://www.nhbc.co.uk)

