Buildmark

Protection for new homes

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

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

For claims:
claims@nhbc.co.uk

For complaints about NHBC:
consumeraffairsteam@nhbc.co.uk

For general enquiries:
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

From exchange of contracts up to completion

Your deposit is usually protected if, for example, the builder becomes insolvent.
See Section 1.

Completion and move-in

The builder must put right anything that is not built to NHBC requirements. If they do not, we will do it on their behalf.
See Section 2 for full details.

First 2 years from completion

Your home is protected against structural problems.
Further cover for contravention of Building Regulations and contamination may apply.
See Sections 3, 4 and 5 for more information.

The next 8 years

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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.

Call 0800 035 6422 or visit www.nhbc.co.uk
Welcome

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 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.
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.

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.

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.

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.

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.

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

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

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.

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

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
If you tell the builder about a problem during the builder warranty period, then within a reasonable time, the builder must put right their failure to comply with the NHBC requirements, including:

- repairing physical damage to your home resulting from their failure; and
- paying for the reasonable cost of removal and storage of your possessions and for alternative accommodation, if that is necessary while this work is being done.

Some things are not the builder's responsibility under Buildmark (as explained on page 13).

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

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

### What we will do – the NHBC guarantee

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

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

Call 0800 035 6422 or visit www.nhbc.co.uk
## 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

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

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

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

### Conditions and limitations

You cannot claim for:

- damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless the damage results in the entry of water into your home
- shrinkage, thermal movement or movement between different types of materials
- cracking, spalling or mortar erosion, which does not impair the structural stability or weather tightness of your home
- water entry, dampness or condensation to an underground garage, where its structural integrity is not affected
- sound transmission
- changes in the colour or texture of, or staining to, external finishes
- replacement of solar roof tiles or panels solely because they do not generate heat or electricity.

You cannot claim for something under this section if you can claim for it under Sections 1 or 2, or if you could have done when you first knew about it.

There are limits to how much we will pay (as explained on pages 11 & 12).

Some things are not NHBC’s responsibility under Buildmark (as explained on page 13).

Call 0800 035 6422 or visit www.nhbc.co.uk
## Section 4 - Additional insurance for Building Regulations

### When this section applies
This section applies if there is an imminent danger to physical health or safety because the builder failed to comply with the following Building Regulations when building the main structure of your home.
- Part A - Structure
- Part B - Fire safety
- Part C - Site preparation and resistance to contaminants and moisture
- Part J - Combustion appliances and fuel storage systems
- Part K - Protection from falling, collision and impact
- Part N - Glazing safety in relation to impact, opening and cleaning

### 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 an imminent danger to physical health or safety.

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

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
We will take responsibility for having the work done to treat, isolate or remove contamination from your land in accordance with the statutory notice you have received or, if you have not received one, so that the condition of your land is such that a statutory notice could not be issued.
Alternatively, if we choose to, we will pay you what it would cost us to have the work done.
We will also pay for the reasonable cost to us of removal and storage of your possessions and alternative accommodation, if that is necessary while this work is being done.

Conditions and limitations
You can claim only if contamination was present on your land on the completion date and its presence then could have resulted in a statutory notice being issued under legislation or official guidance then in force.
You cannot claim for something under this section if you can claim for it under Sections 1, 2, 3 or 4, or if you could have done when you first knew about it.
There are limits to how much we will pay (as explained on pages 11 & 12).
Some things are not NHBC’s responsibility under Buildmark (as explained on page 13).

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

<table>
<thead>
<tr>
<th>Limits that apply to your home and your land</th>
<th>Overall limits for the continuous structure that includes your home (where applicable)</th>
<th>Overall limits for the development that includes your land (where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New build</td>
<td>Conversion or renovation</td>
<td>New build or a mixture of new build, conversion or renovation</td>
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</tbody>
</table>

**Section 1** (Page 5)

| 10% of the original purchase price, up to a maximum of £100,000 |

**Section 2 & 3 combined** (Pages 6 to 8)

<table>
<thead>
<tr>
<th>The original purchase price, up to a maximum of £1,000,000</th>
<th>The original purchase price, up to a maximum of £500,000</th>
<th>£25,000,000</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>£5,000,000</td>
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**Section 4** (Page 9)

<table>
<thead>
<tr>
<th>The original purchase price, up to a maximum of £1,000,000</th>
<th>The original purchase price, up to a maximum of £500,000</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>£5,000,000</td>
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</table>

**Section 5** (Page 10)

<table>
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<tr>
<th>The original purchase price, up to a maximum of £1,000,000</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>£5,000,000</td>
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</tbody>
</table>

### 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.

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Call 0800 035 6422 or visit www.nhbc.co.uk
Limits to how much we will pay - continued

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

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

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.
<table>
<thead>
<tr>
<th><strong>Meanings of key words and phrases</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>builder</strong></td>
</tr>
<tr>
<td>The person, firm or company responsible for building your home, being an NHBC registered builder or developer and being identified as the builder in the Buildmark offer and the Buildmark certificate for your home.</td>
</tr>
<tr>
<td><strong>builder warranty period</strong></td>
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<td>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 homes which share the common parts and which are protected by Buildmark or similar protection we provide.</td>
</tr>
<tr>
<td><strong>building/builds/built</strong></td>
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<tr>
<td>Includes newly converted or renovated homes.</td>
</tr>
<tr>
<td><strong>Building Regulations</strong></td>
</tr>
<tr>
<td>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 your home.</td>
</tr>
<tr>
<td><strong>Buildmark</strong></td>
</tr>
<tr>
<td>The protection provided by NHBC and the builder as explained in this document.</td>
</tr>
<tr>
<td><strong>Buildmark certificate</strong></td>
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<tr>
<td>The certificate we issue to the first owner to confirm a home is protected by Buildmark.</td>
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<tr>
<td><strong>Buildmark confirmation</strong></td>
</tr>
<tr>
<td>The document we issue to the builder to confirm we are willing to provide the full protection of Buildmark.</td>
</tr>
<tr>
<td><strong>Buildmark offer</strong></td>
</tr>
<tr>
<td>The offer of protection with Buildmark we make to the first owner.</td>
</tr>
<tr>
<td><strong>common parts</strong></td>
</tr>
<tr>
<td>The following parts, when you share with other people the responsibility to contribute towards the cost of repair and that responsibility came with your home:</td>
</tr>
<tr>
<td>a. In the case of a flat or maisonette, the structure of the building containing it.</td>
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<tr>
<td>b. The drainage system serving the dwelling.</td>
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<tr>
<td>c. The garages, permanent outbuildings, retaining walls and boundary walls.</td>
</tr>
<tr>
<td>d. The external handrails and balustrades, paths, drives, gardens and paved areas, newly built by the builder at the completion date.</td>
</tr>
<tr>
<td><strong>completion date</strong></td>
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<tr>
<td>This is the later of the following dates for a home:</td>
</tr>
<tr>
<td>a. The date of legal completion (or, in Scotland, the date of entry) of the purchase by the first owner.</td>
</tr>
<tr>
<td>b. The date of the Buildmark confirmation.</td>
</tr>
<tr>
<td>However, if a builder builds a home under a building contract (for example on land owned by or to be purchased separately by the first owner) or a home is occupied as a dwelling before the date of legal completion (or, in Scotland, the date of entry) of the purchase by the first owner, then the completion date is always the date of the Buildmark confirmation.</td>
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<tr>
<td><strong>contamination</strong></td>
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<td>The presence of a substance in or on your land following its discharge, dispersal, deposit, release or escape.</td>
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<tr>
<td><strong>continuous structure</strong></td>
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<tr>
<td>A structure containing 2 or more dwellings. For example, with a terrace of houses, we treat that as one continuous structure, but with 2 apartment blocks joined by a bridge, walk-way or underground parking, we treat that as 2 continuous structures.</td>
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<tr>
<td>Term</td>
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<td>contract</td>
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<tr>
<td>deposit</td>
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<td>development</td>
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<td>home</td>
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<td>land</td>
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<td>main structure</td>
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<tr>
<td>minimum claim value</td>
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<tr>
<td><strong>NHBC/we/us/our</strong></td>
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<td>-------------------</td>
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<tr>
<td><strong>NHBC requirements</strong></td>
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<tr>
<td><strong>original purchase price</strong></td>
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<tr>
<td><strong>owner/you/your</strong></td>
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<tr>
<td><strong>resolution report</strong></td>
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<tr>
<td><strong>resolution service</strong></td>
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<tr>
<td><strong>statutory notice</strong></td>
</tr>
</tbody>
</table>
Talk to us...

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(Monday to Friday 8.30am to 5.30pm)

or email us on

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For general enquiries: cssupport@nhbc.co.uk

Or visit www.nhbc.co.uk