

WARRANTY AND  
INSURANCE

# Buildmark

Applies to newly built and converted  
homes registered with NHBC from  
1 October 2019



Raising Standards. Protecting Homeowners

# Contact details

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## How to contact us

At any point during your Buildmark cover we'd be happy to hear from you.



Call:  
0800 035 6422 or  
0344 633 1000  
(Monday to Friday 08:30 to 17:30)



Email for general enquiries:  
[cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

Email for claims:  
[claims@nhbc.co.uk](mailto:claims@nhbc.co.uk)

Email for complaints about NHBC:  
[consumeraffairs@nhbc.co.uk](mailto:consumeraffairs@nhbc.co.uk)



Visit:  
[nhbc.co.uk](http://nhbc.co.uk)



Write to:  
NHBC, NHBC House,  
Davy Avenue, Knowlhill,  
Milton Keynes, Bucks MK5 8FP

## Who to contact and when

### Before the home is complete

Call:  
0800 035 6422 or  
0344 633 1000  
(Monday to Friday 08:30 to 17:30)

Visit:  
[nhbc.co.uk](http://nhbc.co.uk)  
Email:  
[cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

### During the builder warranty period

The builder – their contact details will be on your Buildmark certificate. If you can't find these details, or if you need to use our resolution service, please contact us.

### After the builder warranty period

Call:  
0800 035 6422 or  
0344 633 1000  
(Monday to Friday 08:30 to 17:30)

Visit:  
[nhbc.co.uk](http://nhbc.co.uk)  
Email:  
[claims@nhbc.co.uk](mailto:claims@nhbc.co.uk)

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Visit [nhbc.co.uk](http://nhbc.co.uk)  
or call **0800 035 6422**

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# Welcome to Buildmark from NHBC

Part  
A

Welcome to **your** new **home** warranty and insurance policy for newly built and newly **converted homes**. It provides varying levels of protection for **you** within the policy period.

(i) The policy

Subject to the conditions and any **endorsements** printed on the **policy schedule**, this policy helps protect **you** against certain problems with **your home** and **your land** resulting from the **builder**:

- Becoming **insolvent**
- Failing to meet the **NHBC requirements**.

All **builders** registered with **us** must meet the **NHBC requirements**. These are contained in the **NHBC Standards we** publish, which are available on **our** website at [nhbc.co.uk](http://nhbc.co.uk). Or **you** can contact **us** for a free copy.

The **NHBC Standards** include supporting guidance and performance standards. If **we** need to refer to these when **we** are dealing with a claim under this policy, **we** will refer to the **NHBC Standards** that applied when the **builder** started building **your home**.

This policy is an agreement between **you**, the **builder** and **us**, entered into on **your** behalf. The sections of cover which have been purchased on **your** behalf, including the relevant periods of cover, are shown on the **policy schedule**.

If **your home** is in a **continuous structure** (such as an apartment block), the protection provided by this policy may not cover all of **your** responsibilities under **your** lease agreement.

This document contains the terms and conditions of this policy and should be accompanied by a **Buildmark certificate** and a **policy schedule**. It is not valid without them. **You** should read all the documents including the definitions and conditions, and any **endorsements** printed on the **policy schedule**, in order to fully understand the cover.

(ii) Information given to **us**

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information given to **us** on **your** behalf. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. If **we** establish that information provided to **us** was deliberately or recklessly false or misleading, **we** will treat this policy as if it never existed and decline all claims. If **we** establish that information provided to **us** was carelessly false or misleading, it could adversely affect **your** policy and any claim. For example, **we** may:

- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the carelessness
- Reduce the amount **we** pay on a claim in the proportion the premium paid bears to the premium **we** would have charged
- Cancel **your** policy in accordance with the Right to cancel condition (E12).



We will write to **you** if **we**:

- Intend to treat **your** policy as if it never existed
- Need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as practicable.

(iii) **Builder warranty**

In addition to setting out the insurance cover provided by **NHBC**, this agreement records the terms of the Buildmark warranty provided by the **builder** during the **builder warranty period**. Primary protection during the **builder warranty period** is provided by the **builder, us**. **We** offer a **resolution service** to help resolve problems with the **builder** in connection with issues raised with the **builder** during the **builder warranty period**. **We** can also offer **our** guarantee (see page 17).

(iv) **Resolution service**

If the **builder** is not **insolvent** but unreasonably refuses to meet their obligations within a reasonable period, and provided that it was reported by **you** in writing (or **you** can demonstrate evidence that it was reported) to the **builder** during the **builder warranty period**, **we** will offer **you our resolution service**. If **we** advise in **our resolution report** that the **builder** failed to meet the **NHBC requirements we** will tell the **builder** to undertake the necessary work. If the **builder** refuses to carry out the work within a reasonable period, and provided **you** have complied with **your** obligations, **we** will either pay for the work to be completed or undertake the work ourselves.

All of **your** policy documents should be provided to **you** by **your** conveyancer or **NHBC**. If **you** have not received them please contact **your** conveyancer or **NHBC**. **Our** contact details are on page 2.

The general conditions and exclusions that apply to all parts of this policy are listed in part E. Please ensure **you** read them, as well as part F of this policy document.

Certain words in this policy have specific meanings. These meanings are shown in the definitions section (see page 6) The words appear throughout the policy in **bold** type.

For the insurance cover provided by **NHBC** under section 1 to be effective, **you** must have entered into a **contract** for the **home** and the **builder** must have been registered with **NHBC** when that happened.

For the insurance cover provided by **NHBC** under section 2.3 and section 3 to be effective, in addition to the conditions that apply for cover under section 1, **NHBC** must have issued a **Buildmark certificate**.

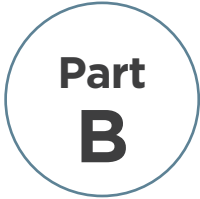
Buildmark cover is intended to benefit each and every **owner** of a **home** from time to time during the period of the cover. Each successive **owner** will be entitled to the balance of the Buildmark cover. No one other than the **owner** of a **home** from time to time has any rights to claim under Buildmark cover or otherwise enforce the Buildmark cover.

**Your** rights against the **builder** under the Buildmark cover are in addition to and do not replace any other legal rights (for example, contractual, statutory or common-law rights) that **you** may have against the **builder** in connection with **your home**.

If **your** policy has not been activated, this must be done before **we** can assist under **our resolution service** or settle a claim. The policy can be activated by **your** conveyancer or **us**.

If **you** are not sure about anything in this document, **you** can contact **us** to check what protection **you** have for **your home**.

# Definitions of key words and phrases



Certain words or phrases used in **bold** throughout this document have a specific meaning, as detailed below. In addition:

- Words in the singular include the plural and vice versa
- References to things done or to be done by the **builder** (for example work of building, **conversion** or renovation) also refer to such things done or to be done on behalf of the **builder**
- References to any legislation include any statutory extension, modification or re-enactment of it and regulations made under it
- The words 'including', 'such as' and 'for example' are used for illustration or emphasis only
- References to 'sections' refer to the sections (1-3) in this booklet.

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<b>builder</b>	The <b>NHBC</b> registered <b>builder</b> , being the person, firm or company referred to on the <b>policy schedule</b> and on the <b>Buildmark certificate</b> as 'the <b>builder</b> '. Where the first <b>owner</b> acquired the new <b>home</b> from a <b>developer</b> , references in this policy to <b>builder</b> shall be read to include the <b>developer</b> and all the obligations imposed on the <b>builder</b> are imposed jointly and severally on the <b>developer</b> also.
<b>builder warranty period</b>	The period stated on the <b>policy schedule</b> . For matters involving <b>shared parts</b> , the <b>builder warranty period</b> is 3 years and does not start until the <b>completion date</b> of the first <b>home</b> that shares those parts.
<b>Building Regulations</b>	Regulations made under the Building Act 1984, The Welsh Ministers (Transfer of Functions) (No. 2) Order 2009, the Building (Scotland) Act 2003, the Building Regulations (Northern Ireland) Order 1979 or similar legislation that applies to the construction of <b>your home</b> and which were in force at the time the 'notice to build' (or equivalent) was deposited with the local authority.
<b>Buildmark certificate</b>	The certificate <b>we</b> issue to the first <b>owner</b> to confirm a <b>home(s)</b> is protected by this policy.
<b>completion date</b>	This is the later of the following dates: <ul style="list-style-type: none"><li>• The date of legal completion of the purchase by the first <b>owner</b> (or, in Scotland, the date of entry)</li><li>• The <b>warranty release confirmation</b>.</li></ul> However, if a <b>builder</b> builds a <b>home</b> under a building <b>contract</b> (for example, on <b>land</b> owned by or to be bought separately by the first <b>owner</b> ) or someone is living in a property before the date of legal completion (or, in Scotland, the date of entry) of the purchase by the first <b>owner</b> , the <b>completion date</b> is always the <b>warranty release confirmation</b> date.
<b>continuous structure</b>	A newly built or <b>converted</b> structure, which contains two or more <b>homes</b> built by the <b>builder</b> . For example, <b>we</b> would treat a newly built terrace of houses as one <b>continuous structure</b> , but <b>we</b> would treat two apartment blocks joined by a bridge, walkway or an underground car park as two <b>continuous structures</b> .  A single building containing a new <b>home</b> and other parts of the same building used for some other purpose e.g. such as an office or garage, would also be considered a <b>continuous structure</b> .

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<b>contract</b>	The <b>contract</b> (or, in Scotland, missive) between the <b>builder</b> or <b>developer</b> and the first <b>owner</b> of a <b>home</b> to buy from the <b>builder</b> or <b>developer</b> , or for the <b>builder</b> to build or convert, the <b>home</b> .
<b>conversion, converted</b>	Where the new <b>home</b> includes all or part of an existing structure, regardless as to whether that structure was originally intended to be used as a dwelling or not.
<b>defect</b>	The breach of any mandatory <b>NHBC requirement</b> by the <b>builder</b> or anyone employed by or acting for the <b>builder</b> . Failure to follow the guidance supporting an <b>NHBC requirement</b> does not amount to a <b>defect</b> if the performance required by the <b>NHBC requirement</b> is achieved by other means.
<b>developer</b>	The person, firm or company from whom the first buyer acquires the new <b>home</b> .
<b>endorsement</b>	A change to the terms of the policy agreed by <b>us</b> in writing and shown on <b>your policy schedule</b> .
<b>home, homes, home(s)</b>	<p>Under section 2 of this policy the <b>home</b> is defined as:</p> <p>The new property or <b>conversion</b> described on the <b>Buildmark certificate</b>, including any:</p> <ol style="list-style-type: none"> <li>a. <b>Shared parts</b></li> <li>b. Garages included in the <b>contract</b></li> <li>c. Drives and paths within the curtilage of the property giving access to the main and second entrance door, and</li> <li>d. Newly constructed underground drainage systems serving the <b>home</b>, installed by the <b>builder</b> which <b>you</b> are responsible for, including: newly constructed pipes, channels, gullies and inspection chambers within the property described in the <b>Buildmark certificate</b> for which the buyer is responsible</li> <li>e. Any security or surveillance systems installed by the <b>builder</b></li> <li>f. The external handrails and balustrades, paths, driveways, gardens, boundary and retaining walls and paved areas that were newly built by the <b>builder</b> at the <b>completion date</b> provided that they all fall within the curtilage of the property</li> <li>g. The electrical fixed-wiring and fixed-lighting system, heating system, air-conditioning system, smoke alarms, waste-disposal unit, water-softening equipment, and any other mechanical and electrical equipment needed to meet the <b>Building Regulations</b> that was newly installed in the <b>home</b> by the <b>builder</b> at the <b>completion date</b> and that is for <b>your</b> use only</li> <li>h. Basements or semi-basements.</li> </ol> <p>Under section 3 of this policy the <b>home</b> is defined as:</p> <p>The new property or <b>conversion</b> described on the <b>Buildmark certificate</b>, including any:</p> <ol style="list-style-type: none"> <li>i. <b>Shared parts</b></li> <li>j. Garages included in the <b>contract</b></li> <li>k. Walls, but only where they form part of or provide support to the structure of the dwelling</li> <li>l. Newly, constructed underground drainage systems serving the <b>home</b>, installed by the <b>builder</b> within the curtilage of <b>your</b> property which <b>you</b> are responsible for, including: newly constructed pipes, channels, gullies and inspection chambers within the property described in the <b>Buildmark certificate</b> for which the buyer is responsible</li> <li>m. Basements or semi-basements designated as habitable living space at the time of construction.</li> </ol>

The **home** is not (under any section of the policy):

barns, stables, swimming pools, lifts and escalators, temporary structures, other permanent outbuildings, garden structures and sheds, access roads, supply pipes and cables, fences, household appliances, carpets, electronic keys, contents, original structures and services, other items specifically excluded or not included in items a) to m) on the previous page, any septic tanks, treatment plants, outfalls, soakaways, pumping equipment, and associated equipment and any other items not within the legal boundary of the **home** or **shared parts** or any work not carried out by or on behalf of the **builder** and not part of the **contract** with the first **owner**.

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**insolvent**

The **builder** is **insolvent** if they:

- Are declared bankrupt (or, in Scotland, sequestrated)
- Are in liquidation
- Have had an administrator appointed
- Have had an administrative receiver or a receiver or manager appointed over any or all of their property, assets or business undertakings; or
- Are the subject of any other insolvency procedure or have a judicial factor appointed to their business.

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**land**

The ground (as recorded with the Land Registry) that surrounds and supports **your home** and was:

- a) Sold with **your home** to the first **owner** under the **contract** or if **your home** is leasehold, the ground for which **you** pay a charge to the freeholder; or
- b) Owned, or to be purchased by the first **owner** when the original **contract** was entered into.

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**managing agent**

A person or company appointed by the freeholder(s) of a property, or a management company (including a company formed under the right to manage) to manage the property.

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**NHBC, we, us, our**

National House-Building Council, incorporated and registered in England and Wales with company number 00320784. Registered office: NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP.

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**NHBC requirements**

R1, R2, R3, R4 and R5 of the mandatory **NHBC** Technical Requirements contained in the **NHBC** Standards, the current version of which is set out below:

- R1. Work shall comply with all relevant **Building Regulations** and other statutory requirements relating to the completed construction work. Please note this does not include statutory requirements for planning permission, which are not covered by the **NHBC** Standards
- R2. Design and specification shall provide satisfactory performance
- R3. All materials, products and building systems shall be suitable for their intended purpose
- R4. All work shall be carried out in a proper, neat and workmanlike manner
- R5. Structural design shall be carried out by suitably qualified persons in accordance with British Standards and Codes of Practice
- R6. (For newly **converted** properties only) Survey requirement for **conversions** and renovations. Existing buildings shall be surveyed to determine their condition and the work required to bring them in to a durable and habitable state.

The **NHBC** Standards that apply to **your home** will be those in force at the time the foundations were started.

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original specification	The specification the <b>builder</b> used, or agreed to use, to construct the <b>home</b> .
physical damage	Damage that is clearly visible and impairs performance, as well as being more than purely cosmetic.
policy schedule	The document <b>we</b> provide with <b>your Buildmark certificate</b> showing <b>your</b> insurance details including applicable sections of cover, <b>endorsements</b> , financial limits and minimum claim value.
related party	Any person or entity who is a <b>builder</b> or <b>developer</b> , or any party with a financial, executive or managerial interest in a <b>builder</b> or <b>developer</b> , including any parent company or any party in which the <b>builder</b> or <b>developer</b> has a financial, executive or managerial interest, including any subsidiary company.
resolution report	A written report <b>we</b> issue as part of <b>our resolution service</b> .
resolution service	The service <b>we</b> provide (at <b>our</b> sole discretion) to decide if the <b>builder</b> has failed to meet the <b>NHBC requirements</b> and what they should do to meet their responsibilities under section 2 of this policy.
shared parts	<p>The following parts, which <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> at the <b>completion date</b>:</p> <ol style="list-style-type: none"> <li>In the case of a flat or maisonette, the structure of the building containing it</li> <li>The drainage system serving the dwelling.</li> </ol> <p>In addition, for the purposes of section 2, <b>shared parts</b> shall be deemed to include the following parts, which <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> at the <b>completion date</b>:</p> <ol style="list-style-type: none"> <li>The garages, retaining walls and boundary walls</li> <li>The external handrails and balustrades, paths, drives, gardens and paved areas, newly built by the <b>builder</b> at the <b>completion date</b>.</li> </ol> <p>The <b>shared parts</b> do not include any heating or energy production system, shared by more than one <b>home</b>.</p>
statutory notice	<p>A notice served by an enforcement body under:</p> <ul style="list-style-type: none"> <li>Part IIA of the Environmental Protection Act 1990 or part III of the Waste and Contaminated Land (Northern Ireland) Order 1997</li> <li>Any equivalent law of the Isle of Man</li> <li>Any legislation which amends or replaces any of the legislation above and which requires <b>you</b> to take action to put right contamination.</li> </ul>
warranty release confirmation	The confirmation <b>we</b> issue to the <b>builder</b> confirming the <b>home(s)</b> meets <b>our</b> requirements in order to offer the Buildmark cover.

you, your,  
owner

The insured person(s) or organisation, as shown on the **policy schedule**, who entered into the **contract** for **your home**, or any subsequent **owner**. A subsequent **owner** means the person(s) or organisation who take over the freehold, unless the property is a leasehold property, in which case the **owner** is the leasehold title holder of the property, in addition where this applies, any mortgage provider who has taken possession of **your home**. If there is uncertainty as to the identity of the **owner** of a **home** at any time, **NHBC** may in its sole discretion decide, for the purposes of Buildmark cover for the **home**, who the **owner** is. To be an **owner**, a person (other than a mortgagee in possession or heritable creditor in possession) must also be, or have contracted to be, the **owner** of the freehold of the **home** or of a lease of the **home** of at least 20 years (21 years in Scotland).

# Financial limits

## Part C

The financial limits available under this policy for an individual **home** (including alternative accommodation), **homes** in a **continuous structure** and the **land** are detailed on the **policy schedule**.

If **your home** is in a **continuous structure** the limit that applies to **your home** contributes to, and is included within, the overall limit for the **continuous structure**.

The limit for a **continuous structure** is the sum of all the limits of all of the **homes** in it up to the maximum amount specified on the **policy schedule**.

The overall financial limits for claims involving **shared parts** will reduce in proportion to the number of **homes** sharing those parts that are not within cover. For example, if there are four **homes** in a terrace each with £1m of cover remaining the overall limits for claims involving **shared parts** would be £4m if all of the **homes** were still under cover.

If the cover on one **home** has not commenced, expires or is exhausted then the available limits for a **shared parts** claim would reduce by £1m. The amount payable in relation to a shared part claim will be reduced proportionally: **we** will pay that proportion of the claim that represents the percentage share attributable to **your home**.

Limits are used up as **we** pay claims. If **you** are not the first **owner** of **your home**, the limits may already have been partly or fully used up by claims from earlier **owners**. When the overall limit is reached, **we** will be unable to pay any further claims. The financial limit shown on the **policy schedule** (including sub-limits) is the maximum amount of **our** total liability for **your home**. Payments made by **NHBC** under any section of the policy will reduce the amount available for claims under other sections.

**Your policy schedule** may show different financial limits for different types of claim, but all are subject to **your** policy's overall financial limit. When the overall limit is reached, there will be no further cover available under any section of the policy.

On each anniversary of the **completion date**, the applicable overall limit of liability will increase by 5% of the original limit (not the current limit) every year up to the expiry of the Buildmark cover. The applicable limit will be calculated at the date of claim notification to **us** or date of claim validity, if higher.

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

# The warranty and insurance

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Part  
D

The following part of the policy booklet describes the sections of cover that are available under the Buildmark policy.

Not all sections of cover may be relevant or available to **you**.

Please refer to **your policy schedule** to see which sections of cover **you** have.

# Cover for builder insolvency before completion

## Section 1

This section provides insurance cover in the event that the **builder** becomes **insolvent** before the **completion date** of **your home(s)**. It provides cover so long as **you** can demonstrate, to **our** reasonable satisfaction, that at the time **you** entered the **contract**, **you** had reasonable grounds to believe the **builder** could satisfy their obligations to complete the **contract**.

### 1.1 What is covered

Provided that the **builder** becomes **insolvent** during the period of insolvency cover shown on the **policy schedule**, **we** will indemnify **you** up to the limit shown in the schedule, for:

- a) The loss of any amount **you** have paid to the **builder** in accordance with the **contract**
- b) The reasonable additional amount, over that stipulated in the original **contract**, **you** have to pay to complete the building of the **home(s)** because the **builder** is **insolvent**.

### 1.2 What is not covered

If **you** knew (or reasonably should have known) before **you** entered in to the **contract** that the **builder** was **insolvent** or likely to become **insolvent**, cover under this section of the policy is excluded.

General conditions and exclusions apply which are detailed on page 24.

### 1.3 When you can claim

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

### 1.4 Who to contact

Contact **us**. **Our** contact details are on page 2.

### 1.5 What we will do and pay for

Subject to 1.1 above, **we** will pay either:

- a) The reasonable cost of completing the **home** to the **original specification**
- b) The reasonable extra cost above the **contract** price, including appropriate professional fees, for work necessary to complete the **home(s)** to the **NHBC requirements**; or
- c) The amount paid to the **builder** in accordance with the **contract** which cannot be recovered from them or any other party.

**We** will decide which of the above options is most suitable.

In addition, **we** will pay the cost of reasonable precautions to secure the work defined in the **contract** against unauthorised entry, theft and vandalism until work resumes.



Where the **contract** is for more than one **home**, the policy limit available to **you** under this section will reduce proportionally to the **contract** value of the **home(s)** already completed under the **contract** at the time of the claim. For example, if **home(s)** completed at the time of the claim equate to 10% of the **contract** value, the available financial limit will reduce by 10%.

# Builder warranty

## Section 2.1

This section explains what protection is provided by the **builder**, not **us**, for any **defect** (or **physical damage** to **your home** caused by **defect**) arising from the **builder's** failure to meet **NHBC requirements**.

### 2.1.1 What is covered

If **you** notify the **builder** in writing (or **you** can demonstrate evidence that it was reported) during the **builder warranty period** about something **you** believe is due to their failure to meet the **NHBC requirements**, they must put this right at their own cost and within a reasonable time. This includes:

- Remedying the **defect** and repairing **physical damage** to **your home(s)** and the **continuous structure**, resulting from their failure
- Taking action to treat, isolate or remove contamination from the **land** in line with any **statutory notice** or improve the condition of the **land** to prevent a **statutory notice** from being issued
- Paying for the reasonable cost of removing and storing **your** possessions and alternative accommodation, if necessary, while work is being done.

Concerns raised about **defects** or **physical damage** notified during the **builder warranty period** will remain the responsibility of the **builder** even after that period ends.

### 2.1.2 What is not covered

General conditions and exclusions apply which are detailed on page 24.

### 2.1.3 Who to contact

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

If **you** believe the **builder** will not be able to meet their responsibilities, or **you** have not been able to contact them or they do not put things right, please contact **us**.

### 2.1.4 What we will do

If, after **you** contact the **builder**, they do not put things right, please contact **us** and **we** will speak to the **builder** on **your** behalf. **Our** contact details are on page 2.

# Resolution service

## Section 2.2

A service **we** offer to help resolve problems between **you** and the **builder** arising during the **builder warranty period**.

### 2.2.1 What is covered

The **resolution service** is designed to help resolve disputes between **you** and the **builder** about what work needs to be done by the **builder** to meet their responsibilities under the builder warranty.

### 2.2.2 What is not covered

The **resolution service** only helps with disputes about the **builder's** responsibilities under the builder warranty. **We** cannot help with other matters such as disputes over boundaries, planning and contractual and financial matters. There may be occasions where **we** consider the matter is not suitable for the **resolution service** and it may be necessary for **you** to consider an alternative method of dispute resolution.

If **you** don't accept any part of the **resolution report** it may be necessary for **you** to consider an alternative method of dispute resolution for those items.

General conditions and exclusions apply which are detailed on page 24.

### 2.2.3 When you can use the resolution service

The period when **you** may use the service will be shown on the **policy schedule** for this section, and any request to use the **resolution service** must be notified to **us** during the stated period.

### 2.2.4 Who to contact

Contact **us**. **Our** contact details are on page 2.

### 2.2.5 What we will do

Under the **resolution service** **we** will contact the **builder** about the problems **you** reported to **us**, provided **we** consider they relate or may relate to the **builder's** failure to build **your home** to meet the **NHBC requirements**.

If the **builder** still does not deal with the matter to **your** satisfaction and **you** tell **us**, **we** will investigate whether the **builder** has failed to meet the **NHBC requirements** when building **your home** and decide what the **builder** must do to meet their responsibilities.

**We** will then tell **you** and the **builder** what **we** decide in a written **resolution report**.

If the **builder** still does not put things right after the **resolution service** says they should, **you** are protected by **our** guarantee (see page 17).

The **resolution report** is binding on the **builder** but not on **you**.

### 2.2.6 Alternative action you can take

If the **builder** does not meet their responsibilities, or **you** disagree with the content of the **resolution report**, **you** may choose to:

- Use an alternative dispute resolution service, such as the Independent Dispute Resolution Scheme. The Independent Dispute Resolution Scheme is run by CEDR Ltd, the Centre for Effective Dispute Resolution: [www.cedr.com](http://www.cedr.com); or
- Take them to court.

# NHBC guarantee

## Section 2.3

We guarantee the obligations of the **builder** under the builder warranty.

### 2.3.1 What is covered

The items contained in:

- The **resolution report**
- An alternative dispute resolution report
- A court judgement (or, in Scotland, a decree)
- **Our** claims investigation and report (if the **builder** is **insolvent**).

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

### 2.3.2 What is not covered

Anything that is not due to the **builder** failing to meet their responsibilities under the builder warranty, and is not included in:

- The **resolution report**
- An alternative dispute resolution report
- A court judgement
- **Our** claims investigation (if the **builder** is **insolvent**).

General conditions and exclusions apply which are detailed on page 24.

### 2.3.3 When you can claim

**You** can claim between the start and end dates shown on the **policy schedule** for this section of cover.

### 2.3.4 Who to contact

Contact **us**. **Our** contact details are on page 2.

### 2.3.5 What we will do and pay for

If the **builder** failed to meet the **NHBC requirements** when building **your home(s)** and has not put things right after the **resolution service** says they should **we** will either pay **you** or **your managing agent** what it would cost **us** to have the work done or, if **we** choose to, **we** will undertake the work.

# Cover for physical damage resulting from a defect (newly built homes)

## Section 3.1

The cover **we** provide for **physical damage** resulting from a **defect** to specific parts of **your** newly built **home(s)** after the **builder warranty period**. If **you** have this cover it will be shown on **your policy schedule**.

### 3.1.1 What is covered

**Physical damage** to **your home** resulting from a **defect** because the **builder** failed to meet certain **NHBC requirements** when building the following parts of **your home**:

- Foundations, external cladding, curtain walling, external render, external vertical tile hanging, roofs, ceilings, balconies, load-bearing floors (i.e. the structural parts of the floors in the **home**, but not including the floor coverings such as floor tiles and their fixings for example, grout and adhesive), flues, chimneys and the main access steps to the **home**
- Staircases, floor decking (for example, floorboards) and screeds (for example, a cement-based top layer applied to the structural floor) to the inside of the **home**
- Walls, but only where they form part of, or provide support to, the structure of the **home**
- Double- or triple-glazing panes to outside windows and outside doors of the **home**
- Drainage below the ground which serves the **home**, if **you** are legally responsible for it.

### 3.1.2 What is not covered

- Claims with a repair value below the minimum claim value shown in **your policy schedule**
- Damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless there is a **defect** causing water to get into **your home**
- Cracking, spalling (a chip, fragment or flake of masonry coming off the **home**), or mortar erosion that does not weaken the structural stability of **your home** or mean it is no longer weather tight
- Water entering, or dampness or condensation in, an underground garage or non-habitable basement, where its structural stability is not affected
- The transmission of sound into, within or from **your home**
- Damage which only affects floor coverings (such as tiling, laminate and wooden flooring), including any fixing material such as adhesive or grout
- Changes in the colour or texture of, or staining to, external finishes
- Replacing solar roof tiles or panels because they do not produce sufficient heat or electricity
- Any amount exceeding **your** share of the cost.



**You** cannot claim for something under this section if **you** could have notified it to the **builder** or made a claim for it under the builder warranty – see page 15, or if **you** could have done when **you** first knew about the problem.

General conditions and exclusions apply which are detailed on page 24.

### 3.1.3 Minimum claim value

The amount of **your** minimum claim value is shown on **your policy schedule**.

The minimum claim value applies to each item of **physical damage** for which **you** claim.

The minimum claim value will be calculated based on the date **you** first notified **your** claim to **us**.

If the cost of the work **you** are claiming for is below the minimum claim value **we** will not do the work or pay anything towards the cost. However, if the cost to **us** of the remedial work for **your** claim is above the minimum claim value, **we** will pay the reasonable costs in full, up to the relevant policy limit or do the work, and **you** will not have to make a contribution.

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

### 3.1.4 When you can claim

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

### 3.1.5 Who to contact

Contact **us**. **Our** contact details are on page 2.

### 3.1.6 What we will do and pay for

**We** will pay to put right the **defect** and **physical damage** to the **home** or pay **your** share of the work to the **continuous structure** to put right the **defect** and **physical damage**, or take responsibility for having the work done in order to meet the **NHBC requirements**.

**We** will also pay the reasonable and necessary costs of demolition or dismantling, site clearance and removal of debris, and shoring up of the **home(s)** in the event of a valid claim.

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

# Cover for physical damage resulting from a defect (newly converted homes)

The cover **we** provide for **physical damage** resulting from a **defect** to specific parts of **your** newly **converted home(s)** after the **builder warranty period**. If **you** have this cover it will be shown on **your policy schedule**.

## 3.2.1 What is covered

**Physical damage** to **your home** resulting from a **defect** arising from the **conversion** because the **builder** failed to meet certain **NHBC requirements** when building the following parts of **your home**:

- Foundations, external cladding, curtain walling, external render, external vertical tile hanging, roofs, ceilings, balconies, load-bearing floors (i.e. the structural parts of the floors in the **home**, but not including the floor coverings such as floor tiles and their fixings for example, grout and adhesive), flues, chimneys and steps to the main **home** access
- Internal staircases, floor decking (for example, floorboards) and screeds (for example, a cement-based top layer applied to the structural floor) of the **home**
- Walls, but only where they form part of, or provide support to, the structure of the **home**
- Double- or triple-glazing panes to outside windows and outside doors in the **home**, if these were newly installed at the **completion date**
- Drainage below the ground which serves the **home**, if **you** are legally responsible for it.

## 3.2.2 What is not covered

- Claims with a repair value below the minimum claim value shown in **your policy schedule**
- Damage resulting from work prior to the **conversion** of **your home** by the **builder**
- Damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless there is a **defect** causing water to get into **your home**
- Cracking, spalling (a chip, fragment or flake of masonry coming off the **home**) or mortar erosion that does not weaken the structural stability of **your home** or mean that it is no longer weather tight.
- Water entering, or dampness or condensation in, an underground garage or non-habitable basement, where its structural stability is not affected
- The transmission of sound into, within or from **your home**.
- Damage which only affects floor coverings (such as tiling, laminate and wooden flooring), including any fixing material such as adhesive or grout
- Changes in the colour or texture of, or staining to, external finishes
- Replacing solar roof tiles or panels because they do not produce sufficient heat or electricity

- Any items subject to local planning or listed buildings restrictions
- Any amount exceeding **your** share of the cost.

**You** cannot claim for something under this section if **you** could have notified it to the **builder** or made a claim for it under the builder warranty (see page 15) or if **you** could have done when **you** first knew about the problem.

General conditions and exclusions apply which are detailed on page 24.

### 3.2.3 Minimum claim value

The amount of **your** minimum claim value is shown on **your policy schedule**.

The minimum claim value applies to each item of **physical damage** for which **you** claim.

The minimum claim value will be calculated based on the date **you** first notified **your** claim to **us**.

If the cost of the work **you** are claiming for is below the minimum claim value **we** will not do the work or pay anything towards the cost. However, if the cost to **us** of the remedial work for **your** claim is above the minimum claim value, **we** will pay the reasonable costs in full, up to the relevant policy limit, or do the work, and **you** will not have to make a contribution.

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

### 3.2.4 When you can claim

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

### 3.2.5 Who to contact

Contact **us**. **Our** contact details are on page 2.

### 3.2.6 What we will do and pay for

**We** will pay to put right the **defect** and **physical damage** to the **home** or pay **your** share of the work to the **continuous structure** to put right the **defect** and **physical damage**, or take responsibility for having the work done, in order to meet the **NHBC requirements**.

**We** will also pay the reasonable and necessary costs of demolition or dismantling, site clearance and removal of debris, and shoring up of the **home(s)** in the event of a valid claim.

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

# Cover for alternative accommodation

## Section 3.3

The cover **we** provide for alternative accommodation in the event that **your home(s)** is uninhabitable because of a failure to meet **NHBC requirements**. If **you** have this cover it will be shown on **your policy schedule**.

### 3.3.1 What is covered

In the event of **your home** requiring remedial work and not being habitable under sections 3.1 or 3.2 of **your** policy, **we** will cover:

- The costs of reasonable comparable alternative accommodation for those who permanently live in the **home** and temporary storage of **your** furniture; and
- The reasonable ancillary costs while **your home** is unfit to live in; or
- Rent **you** can prove **you** should have received that **you** cannot claim for elsewhere.

### 3.3.2 What is not covered

Any costs that **we** have not agreed to in advance.

General conditions and exclusions apply, which are detailed on page 24.

### 3.3.3 When you can claim

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

### 3.3.4 Who to contact

Contact **us**. **Our** contact details are on page 2.

### 3.3.5 What we will do and pay for

**We** will either arrange or pay for the reasonable and necessary costs for alternative accommodation, the removal and storage of **your** possessions and reasonable ancillary costs while work is being done which necessitates the need for **you** or **your** tenants to move out of the **home**.

Reasonable costs will be based on local market rates, on the date **you** first notified **your** claim to **us** or the date of claim validity (if higher) for **your home** and **your** circumstances.

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

# Cover for contaminated land

## Section 3.4

The cover **we** provide if **your land** is deemed to be contaminated. If **you** have this cover it will be shown on **your policy schedule**.

### 3.4.1 What is covered

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

### 3.4.2 What is not covered

Anything relating to the **land** which is not on the **statutory notice** or could not be the cause of a **statutory notice** being issued.

Anything relating to non-native and invasive plants such as:

- Japanese knotweed
- Common ragwort
- Spear thistle
- Creeping or field thistle
- Broad-leaved dock
- Curled dock.

General conditions and exclusions apply which are detailed on page 24.

**You** cannot claim for something under this section if **you** can or should have claimed for it under sections 2.1, 3.1 or 3.2 (see pages 15, 18 and 20) or if **you** could have done when **you** first knew about it.

### 3.4.3 When you can claim

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

### 3.4.4 Who to contact

Contact **us**. **Our** contact details are on page 2.

### 3.4.5 What we will do and pay for

**We** will take responsibility for having the work done to treat, isolate or remove contamination from **your land** in line with the **statutory notice you** have received or, if **you** have not received one, so that the condition of **your land** improves to so that a **statutory notice** should not be issued.

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



# General conditions and exclusions



The following conditions shall apply to this policy.

## E1 Notification to NHBC

When **you** become aware of something which would entitle **you** to seek **our** assistance or claim under this policy or something which is likely to give rise to a claim under this policy **you** shall as soon as reasonably possible:

- a) Take all reasonable steps to prevent further loss
- b) Where section 2 applies, ensure notice has been given to the **builder**
- c) Give notice to **us**.

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

- d) Allow access to **your home** and **your land** at all reasonable times to carry out investigations and work
- e) Take all reasonable steps to obtain permission to access neighbouring **land** and get any other permission needed to allow investigations and work
- f) Provide any information and help that is reasonably needed for **us** to deal with **your** claim. **We** may ask **you** to take action, such as:
  - (i) Send **us** photographs of the problem
  - (ii) 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 an independent drainage specialist or for a problem with a gas flue, **we** may ask **you** to get a report from an independent registered heating engineer or a fire consultant. If **we** accept **your** claim, **we** will refund **your** reasonable expenses of providing the report (subject to proof of costs being provided)
  - (iii) For some types of claims **we** may require **you** to send **us** reports from specialist experts. If **we** subsequently accept **your** claim **we** will reimburse the reasonable expenses incurred in obtaining any expert reports that **we** asked **you** to obtain (subject to proof of costs being provided)
  - (iv) Provide **us** with maintenance records
  - (v) Provide **us** with evidence of rental income.

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.

## E2 Corresponding with NHBC

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

## E3 How we calculate what we have to pay

If **we** have to pay for a claim **you** make, **we** will calculate the amount **we** will pay based on the amount it will cost **us** to have the work done. However:

- **We** will not pay more than a reasonable amount
- **We** will not pay to replace an undamaged item because it does not match a replacement item
- **We** will not be responsible for costs resulting from **your** unreasonable delay in making a claim nor **your** failure to observe any of the requirements in the sections above.

## E4 Matters involving shared parts

If **we** accept a claim involving **shared parts**, unless **we** agree otherwise, **we** will pay **your managing agent** the cost of the repairs subject to the financial limits available. **You** agree to co-operate with **us**, the freeholder and the **managing agent** in all matters relating to the claim. A signed mandate may be required from **you** and those who share the **shared parts** before **we** proceed with offering **our** resolution service, a claim or a payment is made.

For matters involving **shared parts**, the **builder warranty period** is three years and does not start until the latter of the date the first **home** that shares those parts has received a **warranty release confirmation** from **us** or the date of legal completion for the first **home** that shares those parts.

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

When **your home** includes **shared parts**, **our** liability for all claims relating to them (subject to the limit referred to on **your policy schedule**) will be limited to that portion of the total cost of doing all the work that has to be done in connection with those **shared parts** that **we** decide is reasonable to attribute to **your home**.

If a claim is made by the **owner** of another **home** in connection with any **shared parts** that are shared by **your home**, **we** may ask **you** to claim under this section in respect of those **shared parts** or **we** may proceed as if **you** had. **We** may then deduct the costs **we** incur from the relevant financial limit of cover for **your home**.

For claims under section 3.1 and 3.2 involving **shared parts**, the minimum claim value applies to **your** share of the cost. **We** may still pay or take responsibility for having work done to the **shared parts**, even if **your** share of the cost is less than the minimum claim value. **We** will do this if the total cost to **us** of the work **we** are responsible for paying for under this policy and similar protection **we** provide for **your** neighbours is more than 10 times the minimum claim value.

## E5 Recoveries from third parties

If any payment is to be made under this policy in respect of a claim, **we** will be subrogated to all **your** rights of recovery regardless of whether or not payment has been made. **We** shall be entitled to pursue and enforce such rights in **your** name, and **you** will be required to provide **us** with reasonable assistance and co-operation to enable **us** to do so. Any amount recovered in excess of **our** total payment shall be paid to **you**, less the cost to **us** of such recovery.

## E6 Fraudulent claims

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

- a) Are not liable to pay the claim
- b) May recover from **you** any sums **we** have incurred and/or paid to **you** in respect of the claim
- c) May, by notice to **you** treat the policy as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above:

- a) **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim)
- b) **We** need not return any premiums paid.

## E7 Retention

Any monies retained or withheld by **you** from the **builder** under the terms of a **contract** or for any reason shall be taken into consideration and may be offset against any claim. **We** shall have the option to refuse to offer **our resolution service** or to accept any claim until a dispute between **you** and the **builder** over retention monies has been settled.

## E8 Notification of change of ownership or managing agent

**You** shall notify **us** of any change of ownership of the freehold, commonhold or leasehold interest in the **home** as soon as possible.

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

## E9 Limitation of our liability

**Our** liability is limited to the insurance included in this policy only or as altered by **endorsement**.

Any site inspections or other risk control procedures adopted by **us** are solely for **our** benefit and do not confirm or imply that the **home** is or will be free of **defects** or damage.

## E10 Termination

This policy shall terminate automatically without refund of premium in the event that:

- a) The **home** is destroyed by a cause other than that insured against in this policy; or
- b) **We** have paid **our** maximum liability.

## E11 How we protect your privacy

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

- a) Need to pass on personal information, such as **your** name and address, to the **builder** or to a contractor to help deal with matters under the **resolution service** or a claim
- b) Be required by law to pass on personal information to another person, for example, if a court or government body says that **we** must
- c) Need to tell a future **owner** and **your** neighbours about matters raised under the **resolution service** or claims **you** made, if that affects what the future **owner** and **your** neighbours can claim.

For further information about how **we** process **your** personal data please visit [www.nhbc.co.uk/Legal/PrivacyPolicy](http://www.nhbc.co.uk/Legal/PrivacyPolicy).

## E12 Your right to cancel

**You** have the right to cancel this policy within 14 days of accepting it by telling **us** in writing (by email or letter – **our** contact details are on page 2). However, **we** are unable to return to **you** any premium paid to **us**. Before **you** decide to cancel the policy it is important to check with **your** mortgage lender that **you** will not breach any conditions of **your** loan. **You** may also want to consider whether cancellation could affect the ability of any subsequent buyer to obtain a mortgage.

## E13 General exclusions

This policy does not protect **you** against every event or circumstance – it only protects **you** against matters covered in this document.

**You** cannot claim or seek **our** assistance under this policy for any of the following, or for anything resulting from any of them:

- a) Anything that is not part of the **home**
  - b) Any loss that is caused by anything other than the failure by the **builder** to build to the **NHBC requirements**
  - c) Any repair that exceeds the **original specification** for the **home**
  - d) Reinstatement of any areas not directly affected by **physical damage**
  - e) Additional costs arising from unreasonable delays in reporting an issue either to **us** or the **builder**
  - f) Anything that the **policy schedule** or the **Buildmark certificate** says is excluded
  - g) Anything to do with any fence, temporary structure, or swimming pool
  - h) Anything to do with a lift other than in relation to the structure of the lift shaft
  - i) Anything which **you** (or a previous **owner**) have already had considered under **our resolution service** or a claim under this policy or otherwise
- .....

- j) Anything **you** can claim for, or have claimed for, under a different insurance, warranty or guarantee scheme, or a formal compensation scheme (for example, for subsidence caused by coal mining or pumping brine), or any contractual rights and responsibilities
- k) Anything that **you** knew about before **you** bought **your home** and for which **you** could have or did agree a reduction in the price or were compensated for in some other way
- l) Anything resulting from compliance by the **builder** with written instructions given by or on behalf of the first **owner** in respect of design, materials or workmanship
- m) Anything done to **your home** or the **land** after the **completion date**, even if carried out by the original **builder**, except for work **we** or the **builder** have done to meet the responsibilities **we** or they have under this policy
- n) Gradual deterioration, wear and tear, neglect and failure to do appropriate maintenance
- o) Damage caused by apparatus operating as it is designed to do – for example, sprinkler systems, flood-protection systems and drainage systems (including sustainable urban drainage systems which are used to help with surface-water drainage)
- p) Damage caused by anything which is not part of **your home**, the **shared parts** or the **land** (for example, damage caused by a crane or scaffolding)
- q) Anything relating to the parts of a shared heating system or energy production plant
- r) Damp, condensation, shrinkage, thermal movement (expansion and contraction as a result of temperature changes) and movement between different types of materials that is not a result of the **builder** failing to meet the **NHBC requirements**
- s) The **builder** failing to get planning permission, or failing to build in line with planning permission
- t) Work done by anyone other than the **builder**
- u) Reduction in the value of **your home** or **land**
- v) Any:
  - (i) Loss of enjoyment
  - (ii) Loss of use
  - (iii) Loss of income (unless provided under section 3.3) or business opportunity
  - (iv) Inconvenience or distress
  - (v) Any loss arising or cost incurred (or both) only indirectly, as a result of the events or circumstances that led to **your** claim
- w) The cost of getting professional advice in connection with **your** claim (unless **we** asked **you** to do so as set out in E1(f), or agreed in advance)
- x) Claims brought by or on behalf of a **related party**
- y) Storms and other severe weather conditions
- z) Flooding and changes in the water-table level
- aa) Fire and smoke
- bb) Death or injury (including injury to mental health)
- cc) 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.

If **you** are not sure about what is not covered by this policy, please contact **us**.

# General information



## F1 The law that applies to this policy

Under European law, **we** and the first **owner** may together choose which law will apply to this policy. However, unless **we** and the first **owner** agree otherwise at the time they accept this policy, the law that applies is the law where **your home** is located in the United Kingdom or the Isle of Man.

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

## F2 Selling your home

Each **owner** automatically has the benefit of the protection provided by this policy, under the terms and conditions in this document.


**You** must pass on all policy documents to any subsequent **owners** of **your home**. Under these terms and conditions, when **you** sell **your home**, **you**:

- a) Have the right to continue with any claim made before the sale is completed (but that right will transfer to the new **owner** at completion of the sale)
- b) Have no right to make new claims after the sale is completed.

## F3 Our regulators

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


### For more about the Prudential Regulation Authority:

 Call: 0203 461 4878

 Visit: [bankofengland.co.uk/pru](http://bankofengland.co.uk/pru)

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

### For more about the Financial Conduct Authority:

 Call: 0800 111 6768


 Visit: [register.fca.org.uk](http://register.fca.org.uk)


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

## F4 The Financial Services Compensation Scheme

**We** are a member of the Financial Services Compensation Scheme. **You** may be entitled to compensation from this scheme in the unlikely event that **we** cannot meet **our** obligations.

### For more about the Financial Services Compensation Scheme:

 Call: 0800 678 1100

 Visit: [fscs.org.uk](https://www.fscs.org.uk)




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

## F5 Complaints

**We** pride ourselves on the service **we** give **our** policyholders and **we** hope that **you** do not have a reason to complain.

If **you** are not satisfied with **our** service, or a decision **we** have made, please contact **us** and tell **us you** have a complaint. **We** will explain how **we** will deal with **your** complaint and give **you** written details of **our** complaints procedure. This will also include information about the types of complaint **you** can refer to the Financial Ombudsman Service if **you** are not satisfied with **our** final response to **your** complaint.

 Call: 0800 023 4567

 Visit: [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)




Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR

**You** can download a copy of **our** Customer Charter from **our** website at [nhbc.co.uk/customercharter](https://www.nhbc.co.uk/customercharter) or **you** can call **us** for a copy.


## F6 Contact details

Please let **us** know if there are any specific requirements / circumstances **you** would like **us** to be aware of or need to know so that **we** can take those into account when **we** are dealing with **you**.

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

 Call: 0344 633 1000 or 01908 746 000 (Monday to Friday 08:30 to 17:30)

Calls may be monitored or recorded for training purposes. Calls to 0800 numbers are free from landlines and calls from mobiles may cost considerably more. **You** may want to check this with **your** service provider.

 Visit: [nhbc.co.uk](https://www.nhbc.co.uk)



Write to: NHBC, NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP

 Email for general enquiries: [cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

Email for claims: [claims@nhbc.co.uk](mailto:claims@nhbc.co.uk)

Email for complaints about **NHBC**: [consumeraffairs@nhbc.co.uk](mailto:consumeraffairs@nhbc.co.uk)







Call us now on:

**0800 035 6422** or **0344 633 1000**

(Monday to Friday 08:30 to 17:30)

Email us:

For general enquiries:

**cssupport@nhbc.co.uk**

For claims:

**claims@nhbc.co.uk**

For complaints about us:

**consumeraffairs@nhbc.co.uk**

Or visit **nhbc.co.uk**

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

Tel: 0344 633 1000 Fax: 01908 747255  
[www.nhbc.co.uk](http://www.nhbc.co.uk)

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