

Contact details

How to contact us



Call:

0800 035 6422 or 0344 633 1000 (Monday to Friday 09:00 to 17:00)



Visit:

nhbc.co.uk



Write to:

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



Email for general enquiries:

ccsupport@nhbc.co.uk

Email for claims:

claims@nhbc.co.uk

Email for complaints about NHBC:

consumeraffairs@nhbc.co.uk

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Welcome to Buildmark Choice from NHBC



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** 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. 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**.

This document contains the terms and conditions of this policy and should be accompanied by a **Buildmark Choice 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 (see 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 think you have given us incorrect information, tell us as soon as you can.

(iii) Builder warranty

In addition to setting out the insurance cover provided by **NHBC**, this agreement records the terms of the Buildmark Choice warranty provided by the **builder** during the **builder warranty period**. Primary protection during the **builder** warranty period is provided by the **builder**. 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 16).

(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** can 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 (general information) 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 Choice certificate**.

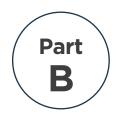
Buildmark Choice cover is intended to benefit each and every **owner** of a **home** from time to time during the period of the cover. Each successive **owner** will be entitled to enforce the Buildmark Choice cover. No one other than the **owner** of a **home** from time to time has any rights to claim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

Your rights against the **builder** under Buildmark Choice 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 **you** are not sure about anything in this document, **you** can contact **us** to check what protection **you** have for **your home** (see page 2 for contact details).

Buildmark Choice Protection for new homes

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.

builder	The NHBC registered builder , being the person, firm or company referred to on the policy schedule and on the Buildmark Choice certificate as 'the builder '. Where the first owner acquired the new home from a developer , references in this policy to builder shall be read to include the developer and all the obligations imposed on the builder are imposed jointly and severally on the developer .				
builder warranty period	The period stated on the policy schedule . For matters involving shared parts , the builder warranty period is 3 years and does not start until the completion date of the first home that shares those parts.				
Building Regulations	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 your home and which were in force at the time the 'notice to build' (or equivalent) was deposited with the local authority.				
Buildmark Choice certificate	The certificate we issue to the first owner to confirm a home(s) is protected by this policy.				
completion date	This is the later of the following dates:				
	• The date of legal completion of the purchase by the first owner (or, in Scotland, the date of entry)				
	The warranty release confirmation.				
	However, if a builder builds a home under a building contract (for example, on land owned by or to be bought separately by the first owner) 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 owner , the completion date is always the warranty release confirmation date.				

Confirmation of Acceptance and Registration of Project

Document

and Registration The document we issue at registration, prior to completion, to confirm cover included in this policy.

Visit **nhbc.co.uk** or call **0800 035 6422**

continuous structure	A newly built or converted structure which contains two or more homes built by the builder . For example, we would treat a newly built terrace of houses as one continuous structure , but we would treat two apartment blocks joined by a bridge, walkway or an underground car park as two continuous structures .
	A single building containing a new home 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 continuous structure .
contract	The contract (or, in Scotland, missive) between the builder or developer and the first owner of a home to buy from the builder or developer , or for the builder to build or convert, the home .
conversion, converted	Where the new home 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.
defect	The breach of any mandatory NHBC requirement by the builder or anyone employed by or acting for the builder . Failure to follow the guidance supporting an NHBC requirement does not amount to a defect if the performance required by the NHBC requirement is achieved by other means.
developer	The person, firm or company from whom the first buyer acquires the new home.
endorsement	A change to the terms of the policy agreed by us in writing, and shown on your policy schedule .
garden	Garden areas up to 20m from the home .
home, homes,	Under section 1 and 2 of this policy the home is defined as:
home(s)	The new property or conversion described on the Buildmark Choice certificate , including any:

a. Shared parts

- b. Garages included in the **contract**
- c. Drives and paths within the curtilage of the property giving access to the main and second entrance door
- d. Newly constructed underground drainage systems serving the **home** installed by the **builder** which **you** are responsible at time of inception of the policy for, including newly constructed pipes, channels, gullies and inspection chambers within the property described in the **Buildmark Choice** certificate
- e. Any security or surveillance systems installed by the **builder**
- f. The external handrails and balustrades, paths, driveways, gardens, boundary and retaining walls and paved areas that were newly built by the builder at the completion date provided that they all fall within the curtilage of the property
- 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 **Building Regulations** that was newly installed in the **home**, by the **builder** at the **completion date** and that is for the use of the **home**
- h. Basements or semi-basements
- Lifts including mechanical and electrical equipment needed to meet **Building Regulations** (section 1 only).

Under section 3 of this policy, the **home** is defined as:

The new property or conversion described on the Buildmark Choice certificate, including any:

- j. Shared parts
- k. Garages included in the contract

......

- I. Walls, but only where they form part of or provide support to the structure of the home
- m. Newly constructed underground drainage systems serving the **home** installed by the **builder** within the curtilage of **your** property which **you** are responsible at the time of inception of the policy for, including newly constructed pipes, channels, gullies and inspection chambers within the property described in the **Buildmark Choice certificate**
- n. Basements or semi-basements designated as habitable living space at the time of construction.

Unless otherwise specified under any section of the policy, the **home** is not:

barns, stables, swimming pools, lifts (except under section 1), escalators, infrastructure for charging electric vehicles, 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 n) 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**.

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.

land

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

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

load bearing

All load bearing elements essential to the stability or strength of the home

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.

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.

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.

original specification	The specification the builder used, or agreed to use, to construct the home .
physical damage	Damage that impairs the performance as required by the NHBC requirements. Damage that is purely cosmetic is not covered.
policy schedule	The document we provide with your Buildmark Choice certificate showing your insurance details including applicable sections of cover, endorsements , financial limits and minimum claim value.
related party	Any person or entity who is a builder or developer , or any party with a financial, executive or managerial interest in a builder or developer , including any parent company or any party in which the builder or developer has a financial, executive or managerial interest, including any subsidiary company.
resolution report	A written report we issue as part of our resolution service .
resolution service	The service we provide (at our sole discretion) to decide if the builder has failed to meet the NHBC requirements and what they should do to meet their responsibilities under section 2 of this policy.

shared parts

The following parts, where you share with other people the responsibility to contribute towards the cost of repair and that responsibility came with your home at the completion date:

- a) In the case of a flat or maisonette, the structure of the building containing it
- b) The drainage system serving the dwelling.

In addition, for the purposes of section 2, **shared parts** shall be deemed to include the following parts, which you share with other people the responsibility to contribute towards the cost of repair and that responsibility came with your home at the completion date:

- c) The garages, retaining walls and boundary walls
- d) The external handrails and balustrades, paths, drives, gardens and paved areas, newly built by the builder at the completion date.

The **shared parts** do not include any heating or energy production system, shared by more than one

statutory notice

A notice served by an enforcement body under:

- Part II(A) of the Environmental Protection Act 1990 or part III of the Waste and Contaminated Land (Northern Ireland) Order 1997
- Any equivalent law of the Isle of Man
- Any legislation which amends or replaces any of the legislation above and which requires you to take action to put right contamination.

warranty release confirmation

The confirmation we issue to the builder confirming the home(s) meets our requirements in order to offer the Buildmark Choice 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 or commonhold of the property, 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 Choice 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



The financial limits applicable 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 limit for claims involving **shared parts** would be £4m if all of the **homes** were still under cover. If one of the **homes** policy has expired, the overall limit for claims involving **shared parts** would be £3m.

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 Choice 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



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



This section provides insurance cover in the event that the **builder** becomes **insolvent** before the **completion date** of the **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 **Confirmation of Acceptance and Registration of Project document**, **we** will indemnify **you** up to the limit shown, for the reasonable 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**. This is limited to the specifications in the original **contract** with the **builder** and to ensure compliance with **NHBC requirements**.

1.2 What is not covered

If **you** knew (or reasonably should have known) before **you** entered into 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

If applicable, you can claim during the period shown on the Confirmation of Acceptance and Registration of Project document 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 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



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 resolve the matter 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 tenant's 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 as 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 resolve the matter, please contact **us** and **we** will speak to the **builder**. **Our** contact details are on page 2.

Resolution service



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** 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 request to 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** within a reasonable period and no more than up to 3 years after the end of the **builder warranty period**. **You** will need to contact the **builder** in the first instance and have concluded their complaints procedure.

2.2.4 Who to contact

If **you** have concluded the **builder's** complaints process and they have failed to resolve the matter, **you** can 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 resolve the matter after the **resolution service** finds that they should, **you** are protected by **our** guarantee (see page 16).

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
- Take them to court.

If **you** choose to take an alternative course of action following receipt of the **resolution report** the NHBC **resolution service** will cease and will not be reinstated.

NHBC guarantee



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

2.3.1 What is covered

The items contained in:

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

which detail 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
- A court judgement (or, in Scotland, a decree)
- Our claims investigation and report (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 resolved the matter 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)



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** not detailed in 3.1.2 resulting from a **defect** because the **builder** failed to meet the **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** elements including floors and walls (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**
- 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, 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 14) or if **you** could have done so 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 then there is no valid claim. 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 pay or take responsibility for having work done to the **shared parts** 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** not detailed in 3.1.2 resulting from a **defect** because the **builder** failed to meet the **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** elements including floors and walls (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**
- 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, 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 14) or if **you** could have done so 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 then there is no valid claim. 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 pay or take responsibility for having work done to the **shared parts** 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 loss of rent



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 as a result of a valid claim under sections 3.1 or 3.2 of **your** policy, **we** will cover:

- Rent **you** can prove **you** should have received that **you** cannot claim for elsewhere; or
- 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.

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 pay reasonable costs based on local market rental rates for your home and your circumstances.

Alternatively **we** may either arrange or pay for the reasonable and necessary costs of 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, 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 professional fees



The cover **we** provide to pay for payments made to independent professional experts **you** engage in support of **your** claim, provided the claim is valid. If **you** have this cover it will be shown on **your policy schedule**.

Professional experts means a member of one of the following bodies:

- Architects and Surveying Institute
- Chartered Association of Building Engineers
- Association for Specialist Fire Protection
- The British Approvals Service for Cables
- Chartered Institute of Architectural Technologists
- The Chartered Institute of Building
- The Institution of Engineering and Technology

- Institution of Lighting Professionals
- Institution of Civil Engineering Surveyors
- Town and Country Planning Association
- Royal Institution of Chartered Surveyors
- Royal Institute of British Architects
- The Institute of Structural Engineers
- Chartered Institute of Building Services Engineers

If **you** wish to engage the services of an independent professional expert that is not a member of one of the above bodies, please contact **us** to discuss whether cover for such payments can be provided.

3.4.1 What is covered

If included on **your policy schedule**, payment for reasonable professional fees incurred in connection with **your** claim, provided that **you** have first obtained **our** written consent to such costs being incurred.

3.4.2 What is not covered

We will not pay:

- Professional fees in excess of the fee scales of the appropriate professional body
- Fees that have been incurred without our prior agreement
- Fees for solicitors, barristers or other legal advisers.

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

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

A maximum of £50,000 or 10% of the available overall financial limit (whichever the lesser) is to pay for professional fees.

Cover for contaminated land



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**.

3.5.1 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**.

3.5.2 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 or invasive plants such as:

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

General conditions and exclusions apply, as 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 14, 17 and 19) or if **you** could have done when **you** first knew about it.

3.5.3 When you can claim

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

3.5.4 Who to contact

Contact us. Our contact details are on page 2.

3.5.5 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 such 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 where you wish to submit a claim or which is likely to give rise to a claim this policy **you** shall as soon as reasonably possible:

- a) Take all reasonable steps to prevent further loss; and
- 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) Sending **us** photographs of the problem
 - (ii) Sending **us** a report about the problem, confirming its cause for example, for a blocked drain, **you** may need to get a report from an independent drainage specialist or for a problem with a gas flue, **you** may need 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 if section 3.5 professional fees cover has been selected
 - (iii) Providing us with maintenance records
 - (iv) Providing us with evidence of rental income.
- g) For some types of claims you may need 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 if section 3.5 professional fees cover has been selected

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** pay a claim under the policy, **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 on the previous page.

Visit **nhbc.co.uk** or call **0800 035 6422**

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. We would expect you 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 on **homes** sharing those parts is more than 10 times the minimum claim value.

E5 Recoveries from third parties

Whether or not a payment has been made under the policy, **we** will be entitled to exercise subrogation, pursuing **your** rights of recovery. **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:

- i) **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)
- ii) 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.

Buildmark Choice Protection for new homes

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

- a) 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) 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.

E12 Your right to cancel

You have the right to cancel this policy 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**.

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 the consequences of any of the following:

- 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 Choice certificate says is excluded
- g) Anything to do with any fence, temporary structure, swimming pool or any technology (including home automation technology) not required to comply with **Building Regulations**
- h) Anything to do with a lift other than in relation to the structure of the lift shaft

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- 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
- I) 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 undertake 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)
- a) 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 3.4) or business opportunity
 - iv) Inconvenience or distress
 - v) 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 cover is provided under section 1 or section 3.5, or it has been agreed with us 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.
- dd)Cosmetic damage not reported to the builder within 7 days of the completion date. Examples of cosmetic damage include scratches to windows or damage to sanitary ware.

If you are not sure about what is not covered by this policy, please contact us (see contact details on page 2).

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/pra



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



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

Visit **nhbc.co.uk** or call **0800 035 6422**

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



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 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



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 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: 0800 633 1000 or 01908 746 000 (Monday to Friday 09:00 to 17:00)

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 wish to check this with **your** service provider.



Visit: nhbc.co.uk



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



Email for general enquiries: ccsupport@nhbc.co.uk

Email for claims: claims@nhbc.co.uk

Email for complaints about NHBC: consumeraffairs@nhbc.co.uk

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Notes			

Call us now on:

0800 035 6422 or 0344 633 1000

(Monday to Friday 09:00 to 17:00)

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