



# Buildmark Connect

Your warranty and insurance cover

Applicable to commercial premises registered  
with NHBC from 1 April 2025







# FOUR HUNDRED RABBITS



# Summary of contents

<b>Definitions</b>	<b>4</b>
<b>General exclusions and limitations</b>	<b>8</b>
<b>Introduction</b> How to make a claim	<b>9</b>
<b>Contact details</b>	<b>11</b>
<b>Section A</b> The first 2 years after completion	<b>12</b>
<b>Section B</b> Cover in years 3 to 10	<b>14</b>
<b>Section C</b> Cover in years 3 to 10 for contaminated land	<b>16</b>
<b>General conditions</b>	<b>18</b>
<b>Fraud</b>	<b>18</b>
<b>War and terrorism exclusions</b>	<b>19</b>
<b>Governing law and jurisdiction</b>	<b>19</b>
<b>Rights and remedies</b>	<b>19</b>
<b>The Financial Services Compensation Scheme (FSCS)</b>	<b>20</b>
<b>Common parts</b>	<b>20</b>
<b>Complaints and disputes procedure</b>	<b>21</b>

# Definitions

In this policy, 'you' and 'your' mean the first **owner** or a later **owner**. 'NHBC', 'we', 'our' and 'us' mean the National House-Building Council. Because this is a legal document, it is necessary to define certain words. These are printed in bold type and defined below. Each time we use one of these words, it will have the same meaning.

These definitions apply only to this policy; other policies have their own definitions.

<b>blight</b>	The effect on the value of your <b>premises</b> due to the existence or former existence of contamination (whether actual or alleged).
<b>builder</b>	The company or person named on the <b>Buildmark Connect Offer</b> document who was responsible for building or converting the <b>premises</b> .
<b>Buildmark Connect</b>	The document containing the cover provided by NHBC and the <b>builder</b> .
<b>Buildmark Connect Offer</b>	The form which contains the offer of cover under <b>Buildmark Connect</b> made by NHBC and the <b>builder</b> .
<b>common parts</b>	<p>Any of the following which are not for your exclusive use and for which you are legally obliged to share responsibility for cost and upkeep with the owners of other premises, houses, flats and maisonettes:</p> <ul style="list-style-type: none"><li>a) the parts of any building containing your <b>premises</b> and other premises, flats or maisonettes</li><li>b) any garage or parking area, permanent outbuilding, retaining wall, boundary wall, external hand rail or balustrade, path, drive, garden area or paved area; newly built by the <b>builder</b> at the date of the <b>insurance certificate</b></li><li>c) any drainage system serving your <b>premises</b></li><li>d) any existing garage, permanent outbuilding, retaining wall or boundary wall that forms part of the <b>common parts</b> and is acquired by the first <b>owner</b> under the original <b>contract</b>.</li></ul>
<b>complete, completion</b>	The date when NHBC agrees that the <b>premises</b> substantially comply with <b>NHBC requirements</b> .
<b>contract</b>	A legally binding agreement (or, in Scotland, a missive) between the first <b>owner</b> and the <b>builder</b> for the acquisition (either freehold or leasehold) or building, or converting, the <b>premises</b> .
<b>cost</b>	The cost NHBC would have had to pay if it had arranged for the work to be done.
<b>damage</b>	Physical damage to the <b>premises</b> caused by a <b>defect</b> .
<b>defect</b>	<p>A failure by the <b>builder</b> (or anyone employed by or acting for them) to meet any <b>NHBC requirement</b>.</p> <p>If the <b>builder</b> does not follow the guidance supporting an <b>NHBC requirement</b>, it does not necessarily mean a failure to meet that <b>NHBC requirement</b> if the <b>builder</b> can show it has been met by a different method.</p>

<b>development</b>	An area of land which is covered by a single detailed planning consent or a series of consents relating to continuous development by the <b>builder</b> .
<b>excess</b>	The amount for which we have no liability. An <b>excess</b> of £10,000 will apply to each and every incident of <b>damage</b> . This figure was set on 1 March 2008 and will be increased on 1 April each year in line with the Royal Institution of Chartered Surveyors' House Rebuilding Cost Index. The figure which applies to a claim is the one which was in force when the claim was first notified to NHBC.
<b>insurance certificate</b>	The certificate we issue to the first owner to confirm the <b>premises</b> is covered by this policy.
<b>maximum insured value</b>	The build cost of the <b>premises</b> notified to NHBC by the <b>builder</b> when it registered the <b>premises</b> .
<b>NHBC requirements</b>	<p>The mandatory NHBC technical requirements contained in the NHBC Standards, the current versions of which are set out below.</p> <ul style="list-style-type: none"> <li>• R1: 'Work shall comply with all relevant <b>building regulations</b> and other statutory requirements relating to the completed construction work. Please note, this does not include statutory requirements for planning permission, which are not covered by the NHBC Standards.'</li> <li>• R2: 'Design and specification shall provide satisfactory performance.'</li> <li>• R3: 'All materials, products and building systems shall be suitable for their intended purpose.'</li> <li>• R4: 'All work shall be carried out in a proper, neat and workmanlike manner.'</li> <li>• R5: 'Structural design shall be carried out by suitably qualified persons in accordance with British Standards and Codes of Practice.'</li> <li>• 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 into a durable and habitable state.'</li> </ul> <p>The NHBC Standards (copy available on request) that apply to your <b>home</b> will be those in force at the time the foundations were started.</p>
<b>owner</b>	The first <b>owner</b> named on the <b>Buildmark Connect Offer</b> and any later <b>owner</b> . You must be (or have contracted to be) the freehold owner of the <b>premises</b> , or have a lease of the <b>premises</b> , which specifies that you are legally responsible for the work insured by this policy. <b>Owner</b> includes a mortgagee or heritable creditor in possession of the <b>premises</b> .

## Definitions (continued)

<b>premises</b>	<p>The commercial or industrial premises referred to in the <b>Buildmark Connect Offer</b>, together with any of the following, which are included in the original <b>contract</b>:</p> <ul style="list-style-type: none"> <li>a) any <b>common parts</b></li> <li>b) any garage, permanent outbuilding, retaining wall, boundary wall, external handrail or balustrade, path, drive, garden area or paved area, newly built by the <b>builder</b> at the date of the <b>insurance certificate</b></li> <li>c) the drainage system serving your <b>premises</b> for which you are responsible</li> <li>d) any existing garage, permanent outbuilding, retaining wall or boundary wall acquired by the first <b>owner</b> under the original <b>contract</b>.</li> </ul> <p><b>Premises</b> does not include any fence, temporary structure, fitting-out works and related materials, shop front, swimming pool, lift, or any electrical fixed wiring and lighting system, heating system, air conditioning, smoke alarms, waste disposal units or water softening equipment, electronic or mechanical equipment (whether built in or not). It does not include any road or any associated footpath or footway.</p>
<b>statutory notice</b>	<p>A notice served on you by a statutory authority under legislation which requires you to carry out remediation of contamination.</p>
<b>your land</b>	<p>The ground which surrounds and supports your <b>premises</b> and which was:</p> <ul style="list-style-type: none"> <li>a) sold or let together with the <b>premises</b> to the first <b>owner</b> at the same time as the <b>contract</b> was entered into or concluded; or</li> <li>b) owned or leased by the first <b>owner</b> when a <b>contract</b> for building the <b>premises</b> was entered into, together with land which you are legally bound to maintain or contribute towards maintaining under the terms of the original <b>contract</b>.</li> </ul>





# General exclusions for claims

This policy does not cover you in every event or circumstance – it covers you for the things described in this policy. You cannot claim under the policy for any of the following or the consequences of any of the following:

## NHBC is not liable for :

- a) any cost, loss or liability for which compensation is provided by legislation or that is covered by any other insurance policy
  - b) anything excluded by an endorsement by NHBC on the **insurance certificate**
  - c) anything affecting or caused by alterations or extensions to the **premises** carried out after the date of the **insurance certificate**
  - d) any **defect** or **damage** 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
  - e) wear and tear
  - f) deterioration caused by neglect or failure to carry out normal or specific maintenance
  - g) dampness, condensation or shrinkage not caused by a **defect**
  - h) any **defect** or **damage** caused by the installation or presence of a swimming pool or lift
  - i) any reduction in value or loss of value of the **premises** or the business carried on within or from it
  - j) loss of enjoyment, profit or reduction in turnover, loss of business opportunity or income, the payment of rent, service charges, taxes, rates and other costs payable regardless of interruption in or loss of use of the **premises**, inconvenience, distress or any other consequential loss affecting you
  - k) any professional fees except those reasonably incurred with our specific written consent (note: we may in our absolute discretion waive this exclusion if we accept a claim which we had at first rejected)
  - l) costs or expenses greater than would have been paid or incurred by a reasonable person in the position of the **owner** spending his or her own money
  - m) costs that have already been taken into account by NHBC or by the **builder** when making payment to or carrying out work for a previous **owner**
  - n) costs that are attributable to your unreasonable delay in pursuing a claim
  - o) if you are not the first **owner**, anything that you knew about when you acquired the **premises** and which resulted in a reduction in the purchase price or rent or which was taken into account in any other arrangement
  - p) replacement of any undamaged item solely because another item of the same nature, design or colour has to be replaced and the original items cannot be matched
  - q) loss or damage resulting from flooding from whatever source or from a change in the water-table level
  - r) death, bodily injury, disease, illness or injury to mental health
  - s) loss or damage caused by storm force weather conditions – in this respect, we may take into account reports from the Meteorological Office
  - t) costs of, or associated with, fitting out (including the installation of shop fronts) whether carried out by the builder, anyone on its behalf or a third party
  - u) the **excess**.
- Some other limitations and exclusions apply only to parts of the policy. You will find them in the relevant parts.

This policy meets the demands and needs of those who wish to ensure that their **premises** are insured for the following:

1. if the **builder** is insolvent or fails to meet its obligations during the first 2 years after **completion**
2. against **damage** caused by **defects** in specified parts of the **premises** during years 3 to 10. There is also cover in years 3 to 10 for contaminated land.

Full details of the cover are set out in this booklet. By accepting this cover, you agree to enter into a **contract** with NHBC and that as an **owner** you require the insurance, subject to the relevant financial limits, to protect you.



# Introduction

**Buildmark Connect** is designed for commercial **premises** that are part of a mixed-use development and are intended for public use eg retail, gym (but not defined as a **common part** of the **development** eg concierge desk, entrance areas). The beneficiary is the freehold owner of the **premises**, or the leasehold owner of the **premises** with a lease that specifies they are legally responsible for the work insured by the policy. **Buildmark Connect** provides cover in the event of an inherent **defect** in the design, workmanship, or materials becoming apparent in the structure or waterproofing envelope of a building resulting in physical loss or **damage**.

## To the owner

This booklet describes the insurance cover provided under **Buildmark Connect** and the **builder's** obligations for your newly built **premises**. Please note that this cover is different to that offered under your buildings and contents insurance.

We strongly recommend that you take a few minutes to read this booklet. If you are not clear about any of the information, please call us on **0344 633 1000**.

There is useful information on our website – **nhbc.co.uk** – about NHBC, the insurance cover and the claims procedures. Each section of **Buildmark Connect** is subject to conditions, exclusions and financial limits, and you should read these with particular care. There are also special provisions for claims on **common parts**.

This is an important document. We suggest you keep it and your **insurance certificate** (which will be sent separately) in a safe place.

If you contact us to make a claim, we will ask for your name, address and postcode and details of the items of concern. It will be helpful if you know your **Buildmark Connect** policy number. This is printed on your **insurance certificate**.

Under the Contracts (Rights of Third Parties) Act 1999, the rights and obligations in your **Buildmark Connect** policy are made for the benefit of any person who comes within the definition of **owner** in this cover.

Your rights under **Buildmark Connect** are in addition to any other contractual, statutory, or common law rights you may have against the **builder**.





ASH AVENUE

NEW  
RETAIL  
EXPERIENCE  
COMING  
SOON

CAFES  
& FITNESS  
COMING  
SOON

REPUBLICAN PARK



# Contact details

## How to contact us

### General enquiries

Phone: **0344 633 1000**  
(Monday to Friday, 9am to 5pm)

Email: **[ccsupport@nhbc.co.uk](mailto:ccsupport@nhbc.co.uk)**

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

Address: **NHBC, NHBC House, Davy Avenue,  
Knowlhill, Milton Keynes,  
Buckinghamshire, MK5 8FP**

### Complaints

Email: **[consumeraffairs@nhbc.co.uk](mailto:consumeraffairs@nhbc.co.uk)**

# Section A – The first 2 years after completion

## The builder's obligations

This part of the cover tells you what the **builder** must do if it is given notice of **defects** or **damage** in your **premises**.

This notice must be given to the **builder** as soon as possible within the period of cover.

You should keep copies of any correspondence with the **builder** and any other information, such as notes of telephone conversations, as you may need these later to prove that problems were reported in the first 2 years.

The **builder** must take the actions shown in the green panel below but does not have to take action to deal with any of the items in the blue panel.

## Period of cover

This lasts for 2 years from the start date which is stated on the **insurance certificate**.

There are special provisions for **common parts**, which are on page 20.

### What the builder is liable for:

- within a reasonable time and at the **builder's** own expense, to put right any **defect** or **damage** to your **premises** or its **common parts** which is notified to the **builder** within this period of the cover
- if the **builder** is given notice of **defects** or **damage** within this period of cover, the **builder** remains liable as above, even after this period of cover ends.

### What the builder is not liable for:

- wear and tear
- deterioration caused by neglect or failure to carry out normal or specific maintenance
- dampness, condensation or shrinkage not caused by a **defect**
- anything excluded by NHBC on the **insurance certificate**
- anything caused by, or resulting from, any work done on, in, or affecting your **premises** after the date of **insurance certificate**
- any **defect** or **damage** resulting from compliance with written instructions given by or on behalf of the first **owner** in respect of design, materials or workmanship
- any cost or expense greater than that necessary to carry out a workmanlike repair of the **defect** or **damage**
- any items falling outside the definition of **premises**
- if you are not the first **owner**, anything which you knew about when you acquired the **premises** and which resulted in a reduction in the purchase price you paid or which was taken into account in any other arrangement
- anything listed in the general exclusions for claims, earlier in this booklet.



## The Buildmark Connect insurance

This part of the cover only applies if the **builder** does not meet its obligations under Section A.

NHBC will either pay for the items in the green panel below or, at our option, arrange for the necessary work to be carried out at our expense. NHBC will not pay for the items in the blue panel.

### Period of cover

This lasts for 2 years from the start date listed on the **insurance certificate**. There are special provisions for **common parts**, which are on page 20.

### Financial limits

The most NHBC will pay for all claims relating to your **premises** under Sections A and B together is the **maximum insured value**, as shown on the **insurance certificate**, with the following limitations:

- our total aggregate liability under all NHBC policies issued in respect of a continuous newly built structure will not exceed £25 million
- our total aggregate liability under all NHBC policies issued in respect of a continuous converted structure will not exceed £5 million.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-building Cost Index or, if less, by 10% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

#### What NHBC will pay for

If the **builder** does not pay you the whole or any part of any amount that it is obliged to pay you under an arbitration award or court judgment in respect of the **builder's** failure to fulfil its obligations under Section A, and you have taken all reasonable steps to enforce the award or court judgment, then we will pay you the unpaid amount, less any amount that you are obliged to pay the **builder** under or in connection with the same arbitration or court proceedings.

#### What NHBC will not pay for

Anything for which you have held back a sum of money. If you have done so, we will be entitled to deduct this amount from the sum that we would otherwise pay. If we arrange for the work to be carried out, you must pay us this amount before the work starts.

### Contaminated land

If the **builder** is insolvent, and action is taken against you because of contamination that existed at the date of **completion**, NHBC will assist you in accordance with the terms of the cover on page 16 of this document.

# Section B – Cover in years 3 to 10

We will either pay for the items in the green panel on the next page or, at our option, arrange for the necessary work to be carried out at our expense. We will not pay for the items in the blue panel.

There are special provisions for **common parts**, which are detailed on page 20.

## Period of cover

Cover begins 2 years after the policy start date shown on the **insurance certificate** and ends 10 years after the policy start date shown on the **insurance certificate**.

## Financial limits

The most NHBC will pay for all claims relating to your **premises** under Sections A and B together is the **maximum insured value** as shown on the **insurance certificate**, with the following limitations:

- our total aggregate liability under all NHBC policies issued in respect of a continuous newly built structure will not exceed £25 million
- our total aggregate liability under all NHBC policies issued in respect of a continuous converted structure will not exceed £5 million.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-building Cost Index or, if less, by 10% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

## How to make a claim – what you must do

Contact us (see page 11) as soon as the **damage** has been noticed.

Give us the opportunity to inspect before any work is done.

If we ask for them, send us copies of any correspondence, contracts, plans, quotations, receipts and any other documents or information relating to your **premises**.



## What NHBC will pay for

The **cost** above the **excess** of putting right any actual physical **damage** caused by a **defect** in the following parts of the **premises** or its **common parts**:

- foundations
- load-bearing walls
- load-bearing parts of the roof
- wet applied plaster
- external render and external vertical tile hanging
- roof coverings
- load-bearing parts of the floors
- floor decking, screeds and staircases, where these fail to support normal loads
- retaining walls necessary for the structural stability of the premises, and any garage or other permanent outbuilding forming part of, and constructed at the same time as, the premises
- below-ground drainage for which you are responsible.

## What NHBC will not pay for

- any claim where the **cost** of repair is less than the **excess**
- anything which was, or which could have been, reported to the **builder** under Section A. For these claims please see Section A, page 12 of the policy
- any claims relating to:
  - shrinkage, thermal movement or movement between different types of materials
  - cosmetic damage, such as minor cracking, spalling or mortar erosion to brickwork, which does not impair the structural stability or weather tightness of the **premises** or which only affects decorations
  - existing double or triple-glazing panes in converted properties, unless they were newly-installed at the time of conversion
  - ceilings which are not in an enclosed part of the **premises** eg balcony ceilings
  - water entry, dampness or condensation to underground garages, where the structural integrity of the garage is not affected
  - sound transmission of any type
  - any change to the colour or texture of, or any staining to, any external finish
  - replacement of any solar roof tiles or panels solely due to failure to generate heat or electricity
  - removal, storage and alternative premises if you or anyone normally occupying the **premises** moves out so that work can be done
- anything listed in the general exclusions for claims earlier in this booklet.

# Section C – Cover in years 3 to 10 for contaminated land

This part of the cover tells you what we will do if action is, or could be, taken against you because of contamination that existed at the date of **completion**.

## Financial limits

The most NHBC will pay for any claims relating to the **premises** under Section C is the **maximum insured value** up to a maximum of:

- £1 million for a newly built premises; or
- £500,000 for a converted premises.

Provided that our total aggregate liability under all NHBC policies issued in respect of any one **development** will not exceed £20 million.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-building Cost Index or, if less, by 10% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

If there are one or more substances in, on, or under **your land** which results, or could reasonably be expected to result, in the service on you of a **statutory notice**, then we will, solely at our option, do one of the things shown in the green panel. We will not do the things shown in the blue panel (see page 17).

You must notify NHBC in writing as soon as you become aware that contamination in, on, or under **your land** is suspected or has been found (for example, if a local authority or government department issues you with a Notification of the Identification of Contaminated Land). If you do not tell us promptly, liability shown in the green panel on the next page will be limited to those **costs** and expenses that we would have incurred had we been told promptly.

## What NHBC will do

At our option:

- pay the cost of treating or isolating or removing those substances from your land in a controlled manner in accordance with the requirements of the **statutory notice**;

OR

- arrange for the work referred to above to be carried out at our own expense.

## What NHBC will not do

Meet any other liability under this section for any other losses, damages, or expenses of any type, whatever their cause.

Meet any costs, losses, expenses or damages for:

- death, bodily injury, disease, illness or injury to mental health
- **blight**
- breach of any covenant which the first **owner** entered into (for example, not to do anything which would adversely affect or interfere with a precautionary measure, such as a membrane, installed by the **builder**)
- contamination which first occurs after **completion**
- contamination that migrates on to **your land**
- contamination that migrates from **your land**
- contamination that could not have resulted in the issue of a **statutory notice** under legislation and/or government guidance in force at the date of **completion**
- any criminal penalties arising out of or connected with contamination in, on or under **your land**
- removal, storage and alternative premises if you or anyone normally occupying the **premises** moves out so that work can be done.

Anything listed in the section on general exclusions for claims, earlier in this booklet.

## How to make a claim – what you must do

Contact us (see page 11) as soon as you think you need to make a claim.

Give us the opportunity to inspect your **premises** before any work is done.

If we ask for them, send us copies of any **statutory notice**, correspondence, contracts, plans, quotations, receipts and any other documents or information relating to your **premises**.





## General conditions

- 1) If we accept any claim for which you could recover compensation from some other person, you must, at our expense, do whatever we may reasonably require to:
  - a) recover compensation from that person for NHBC; or
  - b) enable NHBC to enforce any rights you may have to that compensation by taking over your claim against that other person or in any other way.
- 2) You must take all reasonable steps to reduce **damage**. We will not pay for any work or other costs which result solely from your failure to do this.

## Fraud

If a claim made by you or anyone acting on your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, we may:

- 1) refuse to pay the claim
- 2) recover from you any sums paid by us to you in respect of the claim
- 3) by notice to you cancel the policy with effect from the date of the fraudulent act without any return of premium.

If we cancel the policy under (3) above, then we may refuse to provide cover after the time of the fraudulent act.

This will not affect any liability that we may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than you, and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, we may:

- 1) refuse to pay the claim
- 2) recover any sums paid by us in respect of the claim (from you or such person, depending on who received the sums or who benefited from the cover provided)
- 3) by notice to you and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If we cancel a person's cover under (3) above, then we may refuse to provide cover after the time of the fraudulent act.

This will not affect any liability that we may have under such cover occurring before the time of the fraudulent act.

## War and terrorism exclusions

Neither NHBC, nor the **builder** is liable for loss, damage, costs or expense directly or indirectly caused by, resulting from, or in connection with:

- 1) 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; or
- 2) an act of terrorism\* – regardless of the timing of another contributing cause or event; or action taken to control, prevent or suppress an act of terrorism\*; or action in any way relating to an act of terrorism\*.

\*In this exclusion, an 'act of terrorism' means an act – 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 is committed for political, religious, ideological or similar purposes including the intention to influence a government or to put people in fear.

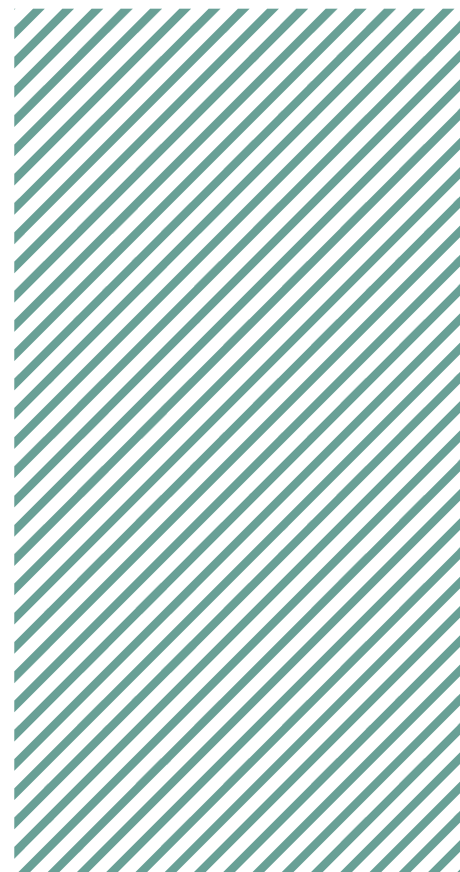
## Governing law and jurisdiction

The policy (and any dispute in connection with it) will be governed by and interpreted in line with the laws of England and Wales. If the law does not allow this, then the laws of where the **premises** is will apply.

Except where the policy says otherwise, any legal action in connection with the policy will be dealt with only in the courts of England and Wales.

## Rights and remedies

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





# The Financial Services Compensation Scheme (FSCS)

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

For more about the Financial Services Compensation Scheme:

Call: **0800 678 1100**

Visit: **fscs.org.uk**

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

## Common parts

The following periods of cover, financial limits and conditions apply only if:

- a) your **premises** have **common parts**; and
- b) **defects** or **damage** in, or affecting, the **common parts** have been notified to NHBC or the **builder**.

If you are in any doubt, we can inform you of the actual periods of cover.

## Periods of cover

### Section A

The cover in Section A starts on the date of the earliest **insurance certificate** for premises, houses, flats and maisonettes which share the relevant **common parts**. It ends 3 years from that date, or 2 years from the date of the last **insurance certificate** for premises, houses, flats, and maisonettes which share those **common parts**, whichever is the earlier.

### Sections B and C

The cover in Sections B and C starts from the date cover under Section A expires. It ends 8 years from that date.

## Financial limits applying to a claim

The most we will pay for your share of any claim relating to **common parts** will be the proportion of the total **cost** of repairs that we consider it is reasonable to attribute to you. NHBC's total liability for your share will not exceed the financial limit of cover for your **premises** in the relevant section.

For claims under Section B (see pages 14 and 15), if your share of the cost of repairing any **defect** is less than the **excess**, we will not pay your share. If your share of the **cost** of the repair is more than the **excess**, we will pay the balance of your share above the **excess**, subject to the **maximum insured value**.

## Special conditions

If requested, you must join with the owners of other premises, or any house, flat or maisonette sharing the relevant **common parts**, in making a claim. If you do not do so, we will still deduct the amount that you are legally liable to contribute towards the **cost** of the repairs from the financial limit of cover for your **premises** in the relevant section.



# Complaints and disputes procedures

## Complaints procedure

We pride ourselves on the service we give our customers 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.

You can find more information on what to do if you have a complaint on our website [nhbc.co.uk/about-page/complaints](https://nhbc.co.uk/about-page/complaints) or you can call us. Our contact details are on page 11.

For more information about the Financial Ombudsman Service:

Call: **0800 023 4567**

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

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

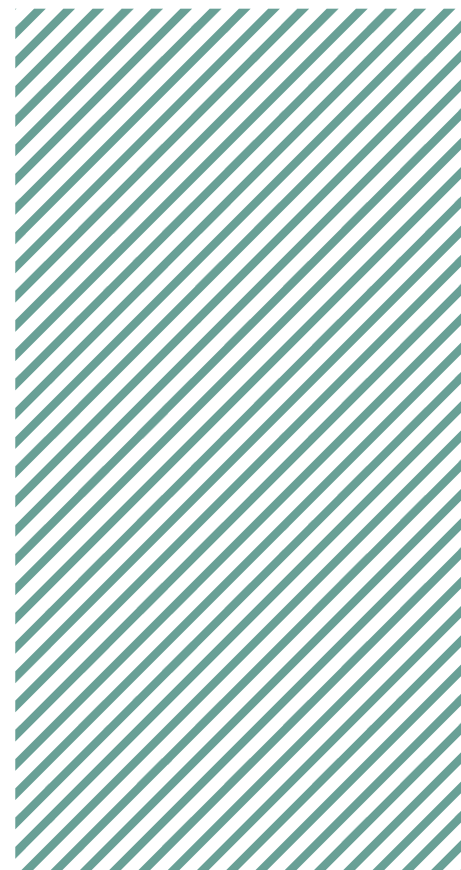
## How we protect privacy

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

We may:

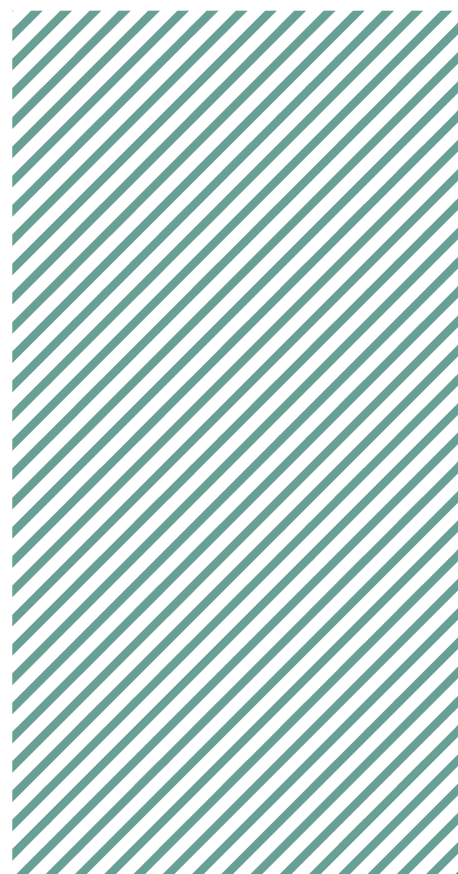
- need to pass on personal information, such as a name and address, to the **builder**, or a contractor, to help deal with a claim
- be required by law to pass on personal information to another person in certain circumstances, for example, if a court or government body says that we must
- need to tell a subsequent owner and neighbours about claims you made, if that affects what the subsequent owner and your neighbours can claim.

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





## 22 Buildmark Connect





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

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

## Accessibility

Please call us if you would like to receive this information in an alternative format, such as large print, audio or Braille. You can also get further information by scanning the QR code below.

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.



**NHBC, NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP**  
**Phone: 0344 633 1000 Website: [nhbc.co.uk](https://www.nhbc.co.uk)**

National House-Building Council (NHBC) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority for carrying on insurance business and insurance distribution activities.

NHBC is registered in England and Wales under company number 00320784. NHBC's registered address is NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FP. Note that only certain parts of our products and services are within the scope of UK financial services regulations. For more information on our products and services, please see our website [nhbc.co.uk](https://www.nhbc.co.uk) or your NHBC product documentation.