



# NHBC Buildmark

Your Buildmark cover

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Applies to newly built, converted or renovated homes registered with NHBC from 1 August 2009



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## Your right to cancel

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**You have the right to cancel the cover provided by NHBC under Buildmark. If you wish to do so, you must notify NHBC within 14 days after you receive your Insurance Certificate. Your notice of cancellation must be sent to NHBC within this period by letter or email to the following address:**

**By letter**            Customer Services  
                              NHBC  
                              NHBC House  
                              Davy Avenue  
                              Knowlhill  
                              Milton Keynes  
                              Bucks MK5 8FP

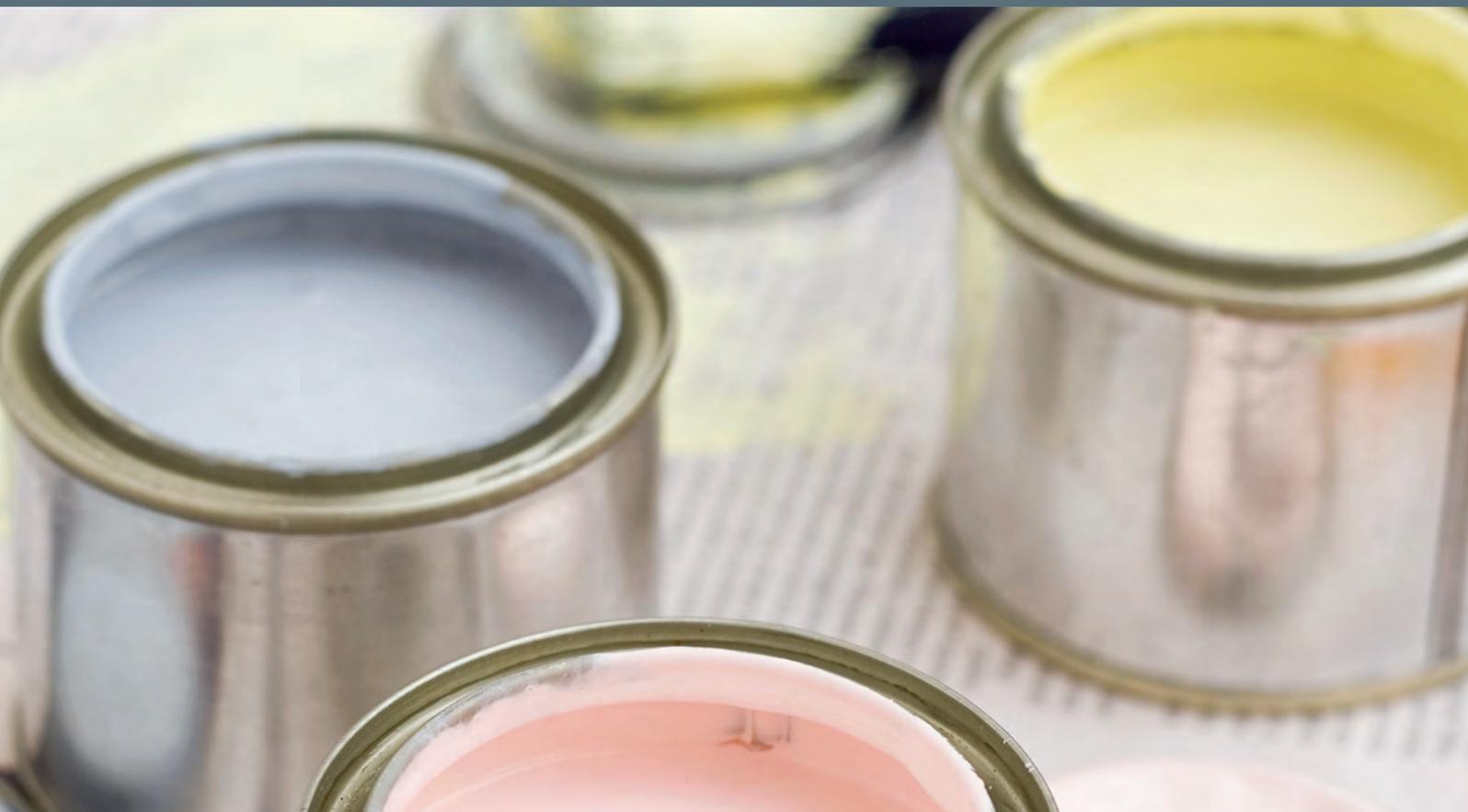
**By email**            [cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

If you choose to cancel, please quote your Buildmark policy number and return all Buildmark documents, including the Insurance Certificate, to NHBC.

We recommend that you check with your mortgage lender before cancelling because they may require you to have Buildmark cover or similar cover as a condition of the loan.

Please also note that if you cancel and you later want to sell your Home during the period for which you would otherwise have the benefit of Buildmark cover, a purchaser may not wish to proceed with the purchase.

If your Home includes Common Parts and you are jointly responsible with the Owners of other Homes for the cost of their upkeep or repair, then cancellation of the cover provided by NHBC under Buildmark will also apply to the cover for your share of the cost of any claim relating to the Common Parts.



# Definitions

Whenever they are used in this booklet the words and phrases listed in the table below have the following meanings, unless the context requires a different meaning. In addition:

- a) 'you', 'your' and 'yours' refer to the Owner; and 'NHBC', 'we', 'our' and 'us' refer to the National House-Building Council;
- b) words in the singular include the plural and vice versa;
- c) 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;
- d) references to any legislation include any statutory extension, modification or re-enactment of it and regulations made under it;
- e) the words 'including', 'such as' and 'for example' are used for illustration or emphasis only;
- f) references to 'sections' refer to the sections (1-5) in this booklet.

<b>Builder</b>	The person, firm or company named in a Buildmark Offer who is responsible for building, converting or renovating the Home referred to in the Buildmark Offer.
<b>Building Regulations</b>	Regulations made under the Building Act 1984 or the Building (Scotland) Act 2003 or similar legislation that applies to the construction of a Home.
<b>Buildmark</b>	The cover provided by NHBC and the Builder as described in this booklet.
<b>Buildmark Offer</b>	The document that contains the offer of cover under Buildmark for your Home made by NHBC and the Builder, or where relevant a similar document containing an offer of cover, under Buildmark or similar cover, that we may issue for any other Home.
<b>Common Parts</b>	In relation to a Home, any of the following for which the Owner is legally obliged to share responsibility for cost and upkeep with the Owners of other Homes covered by Buildmark (or similar cover that we may issue): <ul style="list-style-type: none"> <li>a. the parts of a building containing or providing support to a flat or maisonette;</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 Builder at the date of Completion;</li> <li>c. any drainage system serving your Home;</li> <li>d. any existing garage, permanent outbuilding, retaining wall or boundary wall that was sold to the first Owner under the original Contract.</li> </ul>
<b>Completion</b>	The later of: <ul style="list-style-type: none"> <li>a. the date of legal completion (or, in Scotland, the date of entry) of the purchase of the Home by the first Owner; and</li> <li>b. the date NHBC agrees that the Home substantially complies with NHBC Requirements.</li> </ul> However, if: <ul style="list-style-type: none"> <li>i. the Builder builds the Home under a building contract (for example on land owned by or to be purchased separately by the first Owner); or</li> <li>ii. the Home is occupied as a dwelling before the date of legal completion (or, in Scotland, the date of entry) of the purchase of the Home by the first Owner,</li> </ul> then 'Completion' means the date on which NHBC agrees that the Home substantially complies with NHBC Requirements.
<b>Contamination</b>	The presence of a substance in, on or under Your Land following its discharge, dispersal, deposit, release or escape.
<b>Contract</b>	A legally binding agreement (or in Scotland, missive) between the first Owner and the Builder (or a third party authorised by NHBC) for the purchase, building, renovation or conversion of a Home.
<b>Cost</b>	The cost we would have had to pay if we had arranged for relevant work to be done.
<b>Damage</b>	Physical damage to a Home caused by a Defect.
<b>Defect</b>	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.

<b>Development</b>	An area of land that is covered by a single detailed planning consent or a series of consents relating to continuous development by the Builder.
<b>Home</b>	<p>The house, bungalow, flat or maisonette referred to in a Buildmark Offer, together with any of the following which are or were included in the original Contract:</p> <ul style="list-style-type: none"> <li>a. any Common Parts;</li> <li>b. the drainage system serving the house, bungalow, flat or maisonette for which the Owner is responsible;</li> <li>c. any new electrical fixed wiring and lighting system, heating system, air conditioning, smoke alarms, waste-disposal units or water-softening equipment newly installed at the date of Completion;</li> <li>d. any garage, permanent outbuilding, retaining wall, boundary wall, external handrail or balustrade, path, drive, garden area or paved area newly built by the Builder at the date of Completion;</li> <li>e. any existing garage, permanent outbuilding, retaining wall or boundary wall sold to the first Owner under the original Contract.</li> </ul> <p>'Home' does not include any fence, temporary structure, swimming pool, lift, or any electrical, electronic or mechanical equipment (whether built in or not) except items listed in (c) above and items included in the Home to comply with the Building Regulations. In Scotland 'Home' does not include any road, footpath or footway.</p>
<b>Indexed</b>	Increased to allow for the effects of inflation. Any amount referred to as 'Indexed' was set on 1 October 2004 and the increase is applied on 1 April each year in line with the Royal Institution of Chartered Surveyors' House Re-building Cost Index. The figure that applies to a claim is the one that is in force when the claim is first notified to NHBC.
<b>Insurance Certificate</b>	The certificate we may issue for your Home at our sole discretion after Completion or, where relevant, a similar document that we may issue for any other Home that has the benefit of Buildmark or similar cover.
<b>NHBC Requirements</b>	<p>The mandatory requirements that we publish in the NHBC Standards which are in force either:</p> <ul style="list-style-type: none"> <li>a. in the case of a Home with newly built foundations, when the Builder begins the construction of the foundations; or</li> <li>b. in any other case, when the Builder begins construction, conversion or renovation of the Home.</li> </ul>
<b>Original Purchase Price</b>	The amount of the purchase price of a Home correctly notified to NHBC on acceptance of the offer of Buildmark cover contained in the Buildmark Offer. If the amount of the purchase price is not correctly notified, the 'Original Purchase Price' will be what NHBC may in its sole discretion decide.
<b>Owner</b>	<p>The prospective first owner of a Home to whom NHBC and the Builder make an offer of Buildmark cover contained in a Buildmark Offer for that Home. After that it means:</p> <ul style="list-style-type: none"> <li>a. the person identified as the owner of the Home on the completed form for acceptance of the Buildmark Offer; or</li> <li>b. any later owner, mortgagee in possession or heritable creditor in possession of the Home.</li> </ul> <p>If there is uncertainty as to the identity of the owner of a Home at any time, NHBC may in its sole discretion decide, for the purposes of Buildmark cover for the Home, who the owner is.</p> <p>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).</p>
<b>Resolution Report</b>	A report issued by NHBC under the Resolution Service.
<b>Resolution Service</b>	The resolution service that we may at our sole discretion provide (see page 11).
<b>Statutory Notice</b>	A notice served by an enforcement body under part II(A) of the Environmental Protection Act 1990 or Part III of the Waste and Contaminated Land (Northern Ireland) Order 1997 (or under any equivalent legislation of the Isle of Man, or any consolidating, amending or replacement legislation) requiring you to carry out remediation of Contamination.
<b>Your Land</b>	<p>The ground that surrounds and supports your Home and that was:</p> <ul style="list-style-type: none"> <li>a. sold together with the Home to the first Owner under the original Contract; or</li> <li>b. owned or to be purchased by the first Owner when the original Contract was entered into.</li> </ul>

## General exclusions and limitations

Throughout this booklet, certain exclusions and limitations apply to NHBC's insurance liability, and other exclusions and limitations apply to the liability of both NHBC and the Builder in connection with war and terrorism. These are set out in the tables below. Further exclusions and limitations apply to liability under specific sections of Buildmark; these are set out in the individual sections concerned.

### **NHBC will not be liable for the following:**

- a. Any cost, loss or liability for which you are eligible to receive compensation under any legislation or statutory compensation scheme, or for which you are covered by any other insurance policy.
- b. Anything agreed to be excluded and recorded by an endorsement by NHBC on the Insurance Certificate.
- c. Anything resulting from or caused by the alteration or extension of your Home, the installation, alteration, extension or demolition of any building, wall, path, drive, paved area, fence, swimming pool or any other structure (permanent or temporary), or the planting (and subsequent growth) or removal of trees or plants (including lawns), in each case after the date of Completion.
- d. 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.
- e. The effects of wear and tear, neglect or failure to do appropriate maintenance.
- f. The effects of dampness, condensation or shrinkage not resulting from a Defect.
- g. Anything resulting from or contributed to by the installation or presence of a swimming pool or lift.
- h. Any reduction in the value of a Home.
- i. Any loss of enjoyment, loss of use, loss of income or business opportunity, inconvenience or distress, or any loss arising or cost incurred (or both) only indirectly, as a result of the events or circumstances that led to your claim or complaint.
- j. Any professional fees except those reasonably incurred with our written consent and those legal costs and disbursements that may be claimed under part 2 of section 2 in respect of an arbitration award, court judgment or court order.
- k. Any costs or expenses greater than those that would have been paid or incurred by a reasonable person in the position of the Owner spending their own money in connection with the events or circumstances that led to your claim or complaint.
- l. Anything concerning which NHBC or the Builder has made a payment to you or a previous Owner in settlement of any claim or complaint.
- m. Any costs due to your unreasonable delay in pursuing a claim.
- n. If you are not the first Owner, anything you knew about when you bought your Home and which resulted in a reduction in the purchase price or which was taken into account in any other arrangement.
- o. The cost of replacing an undamaged item because another item of a similar nature has to be replaced and the replacement item does not match the undamaged item in appearance.
- p. Any cost, loss or damage resulting from flooding, however caused, or from a change in the water table level.
- q. Any cost, loss or damage resulting from the destruction of the whole or any part of a Home as a result of fire, however caused.
- r. Any cost, loss or damage resulting from storm-force (or more severe) weather.
- s. Death, bodily injury, disease, illness or injury to mental health, however caused.

### **Neither NHBC nor the Builder will be 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
3. action taken to control, prevent or suppress an act of terrorism\*; or

4. action in any way relating to an act of terrorism\*.

If you claim and we decide that this exclusion means that Buildmark cover does not cover a particular instance of loss or damage or some particular costs or expenses, then it would be for you to prove the contrary.

\*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.

# Introduction

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## Important information for Owners

This booklet contains terms and conditions of the Buildmark cover for your Home. Please note that this cover is different to (and is not a substitute for) the cover provided by household buildings and contents insurance.

We recommend that you read this booklet when you first receive it and then read it again with the Insurance Certificate when you receive that. If you have any questions, we suggest that you ask your solicitor or licensed conveyancer if you have appointed one to act for you in connection with the purchase of your Home, or call our Customer Services team on 0844 633 1000.

The cover provided by NHBC under Buildmark is underwritten by the National House-Building Council, a company limited by guarantee with company registration number 320784, which is authorised and regulated by the Financial Services Authority (FSA registration number 202261) and whose registered office is Buildmark House, Chiltern Avenue, Amersham, Buckinghamshire HP6 5AP, but effective from 1 September 2010 it will be at NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire MK5 8FP.

The Insurance Certificate will normally be sent to the first Owner shortly after Completion. If you are the first Owner of a Home and you do not receive an Insurance Certificate from us within 14 days of moving in, please call our Customer Services team. If you think you have lost your Insurance Certificate, please call our Customer Services team. If you sell your Home before the expiry of the Buildmark cover, please give this booklet and the Insurance Certificate to the new Owner on completion of the sale.

There is more information on our website ([www.nhbc.co.uk](http://www.nhbc.co.uk)) about NHBC, Buildmark cover and our claims and Resolution Service procedures.

## How to contact NHBC to make a claim or use the Resolution Service

Please call 0844 633 1000, or fax 0844 633 0030, or write to us at NHBC Claims, NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP, or use our online claims service at [www.nhbc.co.uk](http://www.nhbc.co.uk).

If you contact us to make a claim or to use our Resolution Service, we will always ask for your name, address and post code. It will be helpful if you can tell us your Buildmark number, which is printed on the Insurance Certificate. We may ask you to pay a fee, provide more information or arrange to carry out tests or investigations before we investigate your claim. We may refund the costs incurred if your claim is valid.

## Conditions of cover

If you have appointed a solicitor or licensed conveyancer to act for you in connection with the purchase of your Home, we recommend that they check that the conditions referred to below are satisfied. If you have not appointed a solicitor or licensed conveyancer to act for you (where for instance you are doing your own conveyancing), we recommend that you carry out these checks.

For the insurance cover provided by NHBC under section 1 to be effective, the first Owner 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 part 2 of section 2 and sections 3, 4 and 5 to be effective, in addition to the conditions that apply for cover under section 1:

- the Buildmark Offer must have been accepted and the acceptance form returned to NHBC;
- NHBC must have agreed that the Home substantially complies with NHBC Requirements.

Normally, all the terms and conditions of the Buildmark cover for a Home will be those set out in this booklet. However, occasionally additional terms and conditions may be agreed and recorded by an endorsement by NHBC on the Insurance Certificate.

The terms and conditions of Buildmark cover for your Home therefore comprise the terms and conditions in this booklet together with any additional terms and conditions recorded in any endorsement by NHBC on the Insurance Certificate.

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

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

# Section 1

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## NHBC's obligations

This section tells you (in the yellow panel on this page) what NHBC will do:

- if the Builder does not start or complete your Home due to its insolvency or fraud and you notify us of a claim under this section within the notification period described below; or
- if we (at our sole discretion) instruct the Builder to carry out work to your Home before the date of Completion and the Builder fails to carry out the work.

The grey panel on this page tells you what NHBC will not do or be liable for under this section.

## Notification period

The notification period starts on the date of the Contract and ends on the date of Completion or, if for any reason Completion does not take place, on the date six years from the date of the Builder's insolvency or fraud resulting in a right to make a claim under this section.

## Financial limits

- 1) Our aggregate liability for all claims relating to your Home under this section, taken together, will be limited to 10% of the Original Purchase Price or £100,000, whichever is less.
- 2) When your Home includes Common Parts, our liability for all claims relating to them (subject to the limit referred to in 1) above) will be limited to that portion of the total cost of doing all the work that has to be done in connection with those Common Parts that we decide it is reasonable to attribute to your Home.
- 3) If a claim is made by the Owner of another Home in connection with any Common Parts that are shared by your Home, we may ask you to claim under this section in respect of those Common 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.

### What NHBC will do

- 1) If, due to its insolvency or fraud, the Builder does not start your Home and you notify us of a claim under this section within the relevant notification period, we will pay you the amount that you paid to the Builder under the Contract and that you cannot recover.
- 2) If the Builder starts but, due to its insolvency or fraud, does not complete your Home and you notify us of a claim under this section within the notification period, we will at our option either:
  - i) pay you the amount that you paid to the Builder under the Contract and that you cannot recover; or
  - ii) pay you the extra Cost above the Original Purchase Price for work necessary to complete your Home substantially in accordance with NHBC Requirements or, at our option, arrange to get that work done at our expense.
- 3) We will pay you the Cost of any work that (before the date of Completion and at our sole discretion) we instruct the Builder to do to complete the construction of your Home and that the Builder does not complete in a workmanlike manner and in accordance with NHBC Requirements within the time set by us. Alternatively, we may at our option arrange for that work to be done at our expense.

### What NHBC will not do or be liable for

- 1) Anything not included in the Contract with the Builder.
- 2) Any work done without NHBC's written authorisation.
- 3) Anything for which you have withheld payment to the Builder. Where you have done so:
  - a) we will be entitled to deduct the amount you withheld from the sum that we would otherwise pay; and
  - b) if we are to do the work for which you withheld payment, you must pay us the amount you withheld before the work begins.
- 4) Anything listed in the exclusions and limitations on page 5.

### **How to make a claim - what you must do**

Contact NHBC (see page 6) as soon as you believe the Builder might be insolvent or have acted fraudulently or may not complete your Home in accordance with the Contract. You must also do the following:

- 1) Send us any evidence you have that the Builder may be insolvent, may have acted fraudulently or may not complete the construction of your Home.
- 2) Get our written agreement before you take any action to have work done on your Home (see the important note below).
- 3) If we ask for them, send us copies of any correspondence, notes of telephone conversations, contracts, plans, quotations, receipts and any other documents or information relating to your Home.

It is advisable to keep copies of all written correspondence and notes of all conversations you have with the Builder about matters that may be relevant to a claim under this section.

### **Important note**

Only work done by an NHBC-registered Builder is covered by NHBC. Therefore, if someone other than the Builder completes the construction of your Home, the cover provided by NHBC under part 2 of section 2 and sections 3, 4 and 5 may not apply fully or at all.

## Section 2

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### Part 1 – The Builder’s obligations

This part of this section tells you (in the yellow panel on this page) what the Builder will do if there is a Defect or Damage to your Home and the Builder is notified of the matter concerned within the relevant notification period described below.

The grey panel on this page tells you what the Builder will not do or be liable for under this part of this section.

### Notification periods

- 1) For a Defect or Damage to your Home that does not affect any Common Parts, the notification period is the period of two years from the date of Completion.
- 2) For a Defect or Damage to your Home that does affect Common Parts, the notification period is the period:
  - a) starting on the first of the dates of Completion for the Homes that share the Common Parts; and
  - b) ending the earlier of:
    - i) three years from that date;
    - ii) two years from the date of the last of the dates of Completion for the Homes that share the Common Parts.

#### What the Builder will do

- 1) Within a reasonable time, at its own expense, in a workmanlike manner and in accordance with NHBC Requirements, the Builder will put right or repair any Defect or Damage notified to it during the relevant notification period. This includes, when Damage is notified, repairing or putting right the Defect that caused the Damage.
- 2) The Builder will pay you any reasonable costs that you incur by prior agreement with the Builder for removal, storage and appropriate alternative accommodation if it is necessary for anyone normally living in your Home to move out so that work can be done (the Builder must not unreasonably withhold such agreement).

If notified within the relevant notification period, the Builder remains liable under this part of this section even after the relevant notification period has ended.

#### What the Builder will not do or be liable for

- 1) Anything agreed to be excluded from the scope of the Builder’s liability and recorded by an endorsement by NHBC to the Insurance Certificate.
- 2) Anything resulting from or caused by the alteration or extension of your Home, the installation, alteration, extension or demolition of any building, wall, path, drive, paved area, fence, swimming pool or any other structure (permanent or temporary), or the planting (and subsequent growth) or removal of trees or plants (including lawns), in each case after the date of Completion.
- 3) 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.
- 4) The effects of wear and tear, neglect or failure to do appropriate maintenance.
- 5) The effects of dampness, condensation or shrinkage not resulting from a Defect.
- 6) If you are not the first Owner, anything you knew about when you bought your Home and which resulted in a reduction in the purchase price or which was taken into account in any other arrangement.

## Part 2 - NHBC's obligations

This part of this section tells you (in the yellow panel on this page) what NHBC will do if the Builder does not fulfil its obligations under part 1 of this section and you notify us of a claim under this part of this section.

The grey panel on this page tells you what NHBC will not do or be liable for under this part of this section.

### Financial limits

- 1) Our aggregate liability for all claims relating to your Home under this part of this section and section 3, taken together, will be limited to the Original Purchase Price up to a maximum of:
  - i) for a newly built Home, £1 million;
  - ii) for a newly converted or newly renovated Home, £500,000.
 However, our aggregate liability for all claims relating to Homes in a continuous structure that includes your Home under this part of this section and section 3 of any Buildmark cover (or the equivalent in any similar cover issued by us), taken together, will be limited to:
  - a) for newly built Homes, £25 million;
  - b) for newly converted or newly renovated Homes, £5 million.
- 2) These limits will increase each year with effect from the date of Completion in line with the Royal Institution of Chartered Surveyors' House Re-Building Cost Index or, if less, by 10% compound a year. If we accept a claim, we will deduct from the financial limit the cost to us of meeting the claim. The rest of the financial limit will then continue to increase as above.
- 3) The most we will pay for alternative accommodation, removals and storage is 10% of the unused financial limit for your Home at the time of the claim.
- 4) When your Home includes Common Parts, our liability for all claims relating to them (subject to the limits referred to in 1) and 2) above) will be limited to that portion of the total cost of doing all the work that has to be done in connection with those Common Parts that we decide it is reasonable to attribute to your Home.
- 5) If a claim is made by the Owner of another Home in connection with any Common Parts that are shared by your Home, we may ask you to claim under this part of this section in respect of those Common 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.

### The cover

#### What NHBC will do

- 1) We will pay you the Cost of any test, investigation or work that is required by a Resolution Report that you accept in full, which the Builder does not complete in a workmanlike manner and in accordance with NHBC Requirements within the time set in the Resolution Report. Alternatively, we may at our option arrange to get that test, investigation or work done at our expense.
- 2) If the Builder is insolvent, we will pay you the Cost of any work for which it is liable under, but has not done as required by, part 1 of this section. Alternatively, we may at our option arrange to get that work done at our expense.
- 3) We will pay you any reasonable costs that you incur by prior agreement with us for removal, storage and appropriate alternative accommodation if it is necessary for anyone normally living in your Home to move out so that work can be done.
- 4) We will pay you, if within a reasonable time the Builder does not, the total amount that the Builder has to pay you under any arbitration awards, court orders and court judgments concerning any obligations of the Builder under part 1 of this section which the Builder has failed to fulfil. Alternatively, we may at our option pay you such part of that amount, as we consider reasonable to attribute to the Builder's failure to fulfil its obligations under part 1 of this section. We will deduct from this any amount that you have to pay to the Builder under any arbitration awards, court orders and court judgments made in the same proceedings. We will not be liable to make any payment until the proceedings have ended.

#### What NHBC will not do or be liable for

- 1) Anything for which you have withheld payment to the Builder. Where you have done so:
  - a) we will be entitled to deduct the amount you withheld from the sum that we would otherwise pay; and
  - b) if we are to do the work for which you withheld payment, you must pay us the amount you withheld before the work begins.
- 2) Anything listed in the exclusions and limitations on page 5.

### **Part 3 - The Resolution Service**

This part of this section tells you about the Resolution Service that NHBC may provide if the Builder is notified of a Defect or Damage to your Home and does not fulfil its obligations under part 1 of this section.

If there is a dispute between you and the Builder about the Builder's obligations under part 1 of this section, we may at your request and our sole discretion (if we think that we can help) try to resolve matters under our Resolution Service. However, we can only help with disputes where the Builder was notified of a Defect or Damage to your Home within the relevant notification period and did not fulfil its obligations under part 1 of this section. We cannot help if you have a dispute about other matters (for example, financial or contractual issues or boundary disputes) or if you have started arbitration or legal proceedings against the Builder or some other person in connection with your Home.

When we offer our Resolution Service, we will investigate the Defects or Damage notified to the Builder. We will then issue a 'Resolution Report' informing both you and the Builder of any tests, investigations or work that the Builder must do to fulfil its obligations under part 1 of this section.

If you accept the findings of a Resolution Report in full, then:

- 1) the Builder must carry out any tests, investigations or work referred to in the Resolution Report at its own expense, in a workmanlike manner and in accordance with NHBC Requirements, within a reasonable period of time that will be set by NHBC;
- 2) you must allow the Builder access to your Home during normal working hours to fulfil the requirements of the Resolution Report;
- 3) if the Builder does not carry out the tests, investigations or work satisfactorily and within the time set, we will deal with the matter as a claim against NHBC under part 2 of this section (see the yellow panel on page 10).

It may be that you do not accept the findings of a Resolution Report in full (or at all) or that we decline to provide the Resolution Service. If so, we will have no liability to you under part 2 of this section regarding the matters that were the subject of your request to provide the Resolution Service or that were the subject of the Resolution Report. However, this will not affect your rights against the Builder (see page 21 for further information regarding means of resolving your dispute with your Builder). Nor will it affect your entitlement to make a claim under part 2 of this section in connection with the Builder's insolvency or the failure of the Builder to make a payment under an arbitration award, court judgment or court order.

### **How to make a claim to the Builder - what you must do**

It is important that you inspect your Home before and after you move in. The Builder is responsible for investigating claims or complaints notified to it within the relevant notification period.

If you notice any matter that you think may require attention, you must do the following:

- 1) Contact the Builder and notify it of the matter concerned as soon as possible during the relevant notification period. It is advisable to notify the Builder in writing, and to make notes of any conversations you have with the Builder about such matters. You should keep copies of any such correspondence and notes, and of any other relevant documents, as you may need them later to prove you notified the Builder during the relevant notification period.
- 2) If the Builder does not deal with the matter to your satisfaction, contact NHBC (see page 6) as soon as possible. We may offer our Resolution Service (see page 11).
- 3) Give us the opportunity to inspect your Home.
- 4) If we ask for them, send us copies of any correspondence, notes of discussions, contracts, plans, quotations, receipts and any other documents or information about your Home.

### **Important note**

If you suspect Contamination during the relevant notification period for a notification to the Builder under part 1 of this section, you should report it to the Builder as soon as possible because it may be covered under this section as a Defect or Damage. Do not wait until the period of cover under section 5 starts.

### **How to make a claim to NHBC - what you must do**

Contact NHBC (see page 6) as soon as you believe the Builder might be insolvent or, if you start arbitration or legal proceedings against the Builder in connection with its obligations under part 1 of this section, as soon as you start them.

You must also do the following:

- 1) Send us any evidence you have that the Builder may be insolvent.
- 2) Give us the opportunity to inspect your Home.
- 3) If we ask for them, send us copies of any correspondence, notes of discussions, contracts, plans, quotations, receipts and any other documents or information about your Home.

## Section 3

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### NHBC's obligations

This section tells you (in the yellow panel on the next page) what NHBC will do if there is Damage to certain parts of your Home or a Defect to a flue or chimney that serves your Home, and you notify us of a claim under this section within the relevant notification period described below.

The grey panel on the next page tells you what NHBC will not do or be liable for under this section.

### Notification periods

- 1) For a Defect to a flue or chimney that serves your Home or Damage to your Home that (in either case) does not affect any Common Parts, the notification period starts on the day after the period of two years from the date of Completion and ends eight years later.
- 2) For a Defect to a flue or chimney that serves your Home or Damage to your Home that (in either case) does affect Common Parts, the notification period:
  - a) starts on the earlier of:
    - i) the day after the period of three years from the first of the dates of Completion for the Homes that share the Common Parts;
    - ii) the day after the period of two years from the last of the dates of Completion for the Homes that share the Common Parts; and
  - b) ends eight years later.

### Financial limits

- 1) Our aggregate liability for all claims relating to your Home under part 2 of section 2 and this section, taken together, will be limited to the Original Purchase Price up to a maximum of:
  - i) for a newly built Home, £1 million;
  - ii) for a newly converted or newly renovated Home, £500,000.However, our aggregate liability for all claims relating to Homes in a continuous structure that includes your Home under part 2 of section 2 and this section of any Buildmark cover (or the equivalent in any similar cover issued by us), taken together, will be limited to:
  - a) for newly built Homes, £25 million;
  - b) for newly converted or newly renovated Homes, £5 million.
- 2) These limits will increase each year with effect from the date of Completion in line with the Royal Institution of Chartered Surveyors' House Re-Building Cost Index or, if less, by 10% compound a year. If we accept a claim, we will deduct from the financial limit the cost to us of meeting the claim. The rest of the financial limit will then continue to increase as above.
- 3) The most we will pay for alternative accommodation, removals and storage is 10% of the unused financial limit for your Home at the time of the claim.
- 4) When your Home includes Common Parts, our liability for all claims relating to them (subject to the limits referred to in 1) and 2) above) will be limited to that portion of the total cost of doing all the work that has to be done in connection with those Common Parts that we decide it is reasonable to attribute to your Home. However, for claims under items 1(a) to (m) in the yellow panel on the next page:
  - a) if that portion is less than £1,000 Indexed, NHBC will have no liability;
  - b) if that portion is more than £1,000 Indexed or the total Cost of the repairs to the Common Parts is more than £10,000 Indexed, we will pay you your portion of the cost of the necessary work or, at our option, arrange to get the necessary work done at our expense, subject to the overall limits referred to in 1) and 2) above.
- 5) If a claim is made by the Owner of another Home in connection with any Common Parts that are shared by your Home, we may ask you to claim under this section in respect of those Common 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.

## The cover

### What NHBC will do

- 1) We will pay you the full Cost, if it is more than £1,000 Indexed, of putting right any Damage in any of the following parts of the house, bungalow, maisonette or flat and its garage or other permanent outbuildings or its Common Parts:
  - a) foundations;
  - b) load-bearing walls;
  - c) non load-bearing partition walls;
  - d) wet-applied wall plaster;
  - e) external render and external vertical tile hanging;
  - f) load-bearing parts of the roof;
  - g) roof coverings;
  - h) ceilings;
  - i) load-bearing parts of the floors;
  - j) staircases and internal floor decking and screeds where these fail to support normal loads;
  - k) retaining walls necessary for the structural stability of the house, bungalow, flat or maisonette, its garage or other permanent outbuilding;
  - l) double-glazing or triple-glazing panes to external windows and doors;
  - m) below-ground drainage for which you are responsible.
 Alternatively, we may at our option arrange to get the necessary work done at our expense.
- 2) We will pay you the Cost of putting right any Defect in a flue or chimney that serves your Home and causes a present or imminent danger to the physical health and safety of anyone normally living in your Home. Alternatively, we may at our option arrange to get the necessary work done at our expense.
- 3) We will pay you any reasonable costs that you incur by prior agreement with us for removal, storage and appropriate alternative accommodation if it is necessary for anyone normally living in your Home to move out so that work can be done.

### What NHBC will not do or be liable for

- 1) Anything that you properly notified to the Builder under part 1 of section 2 and for which the Builder is still liable, or for which you made a valid claim to NHBC under part 2 of section 2.
- 2) Anything you were aware of and could have notified to the Builder under part 1 of section 2, or for which you could have made a valid claim to NHBC under part 2 of section 2.
- 3) Anything relating to:
  - a) shrinkage, thermal movement or movement between different types of materials;
  - b) cosmetic damage such as minor cracking, spalling or mortar erosion to brickwork, which does not impair the structural stability or weather tightness of your Home or which only affects decorations;
  - c) existing double-glazed or triple-glazed panes in converted properties unless they were newly installed at the time of conversion;
  - d) ceilings that are not in an enclosed part of your Home (for example, balcony ceilings);
  - e) water entry, dampness or condensation to underground garages, where the structural integrity of the garage is not affected;
  - f) sound transmission of any type;
  - g) any change in the colour or texture of, or any staining to, any external finish;
  - h) replacement of any solar roof tiles or panels solely due to failure to generate heat or electricity.
- 4) Anything listed in the exclusions and limitations on page 5.

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

If you notice any matter that you think may require attention, you must do the following:

- 1) Contact NHBC (see page 6) and notify us as soon as possible within the relevant notification period of the matter concerned.
- 2) Give us the opportunity to inspect your Home.
- 3) If we ask for them, send us copies of any correspondence, notes of discussions, contracts, plans, quotations, receipts and any other documents or information about your Home.

## Section 4

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### NHBC's obligations

This section tells you (in the yellow panel on the next page) what NHBC will do when NHBC Building Control Services Limited or an Approved Inspector registered with NHBC has issued a Building Control Final Certificate for your Home, if it is situated in England or Wales, and:

- your Home does not comply with the requirements of certain Building Regulations; and
- because of that there is a present or imminent danger to the physical health and safety of the occupants of your Home; and
- you notify us of a claim under this section within the relevant notification period described below.

The grey panel on the next page tells you what NHBC will not do or be liable for under this section.

### Notification periods

- 1) For non-compliance with Building Regulations that does not affect any Common Parts, the notification period starts on the day after the period of two years from the date of Completion and ends eight years later.
- 2) For non-compliance with Building Regulations that does affect Common Parts, the notification period:
  - a) starts on the earlier of:
    - i) the day after the period of three years from the first of the dates of Completion for the Homes that share the Common Parts;
    - ii) the day after the period of two years from the last of the dates of Completion for the Homes that share the Common Parts; and
  - b) ends eight years later.

### Financial limits

- 1) Our aggregate liability for all claims relating to your Home under this section, taken together, will be limited to the original cost of the work covered by the Building Control Final Certificate.
- 2) This limit will increase each year with effect from the date of Completion in line with the Royal Institution of Chartered Surveyors' House Re-Building Cost Index or, if less, by 10% compound a year. If we accept a claim, we will deduct from the financial limit the cost to us of meeting the claim. The rest of the financial limit will continue to increase as above.
- 3) The most we will pay for alternative accommodation, removals and storage is 10% of the unused financial limit for your Home at the time of the claim.
- 4) When your Home includes Common Parts, our liability for all claims relating to them (subject to the limits referred to in 1) and 2) above) will be limited to that portion of the total cost of doing all the work that has to be done in connection with those Common Parts that we decide it is reasonable to attribute to your Home.
- 5) If a claim is made by the Owner of another Home in connection with any Common Parts that are shared by your Home, we may ask you to claim under this section in respect of those Common 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.

## The cover

### What NHBC will do

- 1) If there is a present or imminent danger to the physical health and safety of the occupants of your Home because it does not comply with the Building Regulations that applied to its construction, conversion or renovation in relation to the following specified Building Regulations, we will pay you the Cost of the necessary repairs:
  - Part A structure;
  - Part B fire safety;
  - Part C site preparation and resistance to contaminants and moisture;
  - Part G hygiene;
  - Part H drainage and waste disposal;
  - Part J combustion appliances and fuel storage systems;
  - Part K protection from falling, collision and impact;
  - Part N glazing - safety in relation to impact, opening and cleaning.

Alternatively, we may at our option arrange to get the necessary repairs done at our expense.
- 2) We will pay you any reasonable costs that you incur by prior agreement with us for removal, storage and appropriate alternative accommodation if it is necessary for anyone normally living in your Home to move out so that work can be done.

### What NHBC will not do or be liable for

- 1) Anything that you properly notified to the Builder under part 1 of section 2 or for which you made a valid claim to NHBC under part 2 of section 2, section 3 or section 5.
- 2) Anything you were aware of and could have notified to the Builder under part 1 of section 2, or for which you could have made a valid claim to NHBC under part 2 of section 2, section 3 or section 5.
- 3) Any claim in respect of site preparation and resistance to contaminants and moisture relating to ground that is outside the foundations of the house, bungalow, maisonette or flat and its garage.
- 4) Anything listed in the exclusions and limitations on page 5.

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

If you notice any matter that you think may require attention, you must do the following:

- 1) Contact NHBC (see page 6) and notify us as soon as possible within the relevant notification period of the matter concerned.
- 2) Give us the opportunity to inspect your Home.
- 3) If we ask for them, send us copies of any correspondence, notes of discussions, contracts, plans, quotations, receipts and any other documents or information about your Home.

## Section 5

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### NHBC's obligations

This section tells you (in the yellow panel on the next page) what NHBC will do if:

- there is Contamination in, on or under Your Land that existed at the date of Completion and has resulted in the service on you of a Statutory Notice (or you reasonably believe may result in the service on you of a Statutory Notice); and
- you notify us of a claim under this section within the relevant notification period described below.

The grey panel on the next page tells you what NHBC will not do or be liable for under this section.

### Notification periods

- 1) For Contamination in, on or under Your Land that does not affect any Common Parts, the notification period starts on the day after the period of two years from the date of Completion and ends eight years later.
- 2) For Contamination in, on or under Your Land that does affect Common Parts, the notification period:
  - a) starts on the earlier of:
    - i) the day after the period of three years from the first of the dates of Completion for the Homes that share the Common Parts;
    - ii) the day after the period of two years from the last of the dates of Completion for the Homes that share the Common Parts; and
  - b) ends eight years later.

### Financial limits

- 1) Our aggregate liability for all claims relating to Your Land under this section, taken together, will be limited to the Original Purchase Price up to a maximum of:
  - i) for a newly built Home, £1 million; or
  - ii) for a newly converted or newly renovated Home, £500,000.However, our aggregate liability for all claims relating to Homes included in a Development that includes your Home under this section of any Buildmark cover (or the equivalent in any similar cover issued by us), taken together, will be limited to £20 million.
- 2) These limits will increase each year with effect from the date of Completion in line with the Royal Institution of Chartered Surveyors' House Re-Building Cost Index or, if less, by 10% compound a year. If we accept a claim, we will deduct from the financial limit the cost to us of meeting the claim. The rest of the financial limit will then continue to increase as above.
- 3) The most we will pay for alternative accommodation, removals and storage is 10% of the unused financial limit for your Home at the time of the claim.
- 4) When your Home includes Common Parts, our liability for all claims relating to them (subject to the limits referred to in 1) and 2) above) will be limited to that portion of the total cost of doing all the work that has to be done in connection with those Common Parts that we decide it is reasonable to attribute to your Home.
- 5) If a claim is made by the Owner of another Home in connection with any Common Parts that are shared by your Home, we may ask you to claim under this section in respect of those Common 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.

## The cover

### What NHBC will do

- 1) If a Statutory Notice has been served on you as a result of Contamination in, on or under Your Land that existed at the date of Completion, we will pay you the Cost of treating or isolating or removing that Contamination from Your Land in a controlled manner in accordance with the requirements of the Statutory Notice. Alternatively, we may at our option arrange to get the necessary work done at our expense.
- 2) If you reasonably believe that a Statutory Notice could be served on you as a result of Contamination in, on or under Your Land that existed at the date of Completion, we may at our sole discretion pay you the Cost of treating or isolating or removing that Contamination from Your Land in a controlled manner. Alternatively, we may at our option arrange to get the necessary work done at our expense.
- 3) We will pay you any reasonable costs that you incur by prior agreement with us for removal, storage and appropriate alternative accommodation if it is necessary for anyone normally living in your Home to move out so that work can be done.

### What NHBC will not do or be liable for

- 1) Anything that you properly notified to the Builder under part 1 of section 2 or for which you made a valid claim to NHBC under part 2 of section 2 or section 3.
- 2) Anything you were aware of and could have notified to the Builder under part 1 of section 2, or for which you could have made a valid claim to NHBC under part 2 of section 2 or section 3.
- 3) Meeting any liability for any losses, damages, costs or expenses of any kind arising out of Contamination where that liability was not or could not be imposed by a Statutory Notice.
- 4) Meeting any costs or expenses arising in connection with:
  - a) breach of any covenant that the first Owner entered into (for example, not to do anything that would adversely affect or interfere with a precautionary measure, such as a membrane, installed by the Builder);
  - b) Contamination that was first present after the date of Completion;
  - c) Contamination that migrates on to Your Land after the date of Completion;
  - d) any work on land that is not Your Land or that is intended to prevent Contamination migrating from Your Land;
  - e) Contamination that could not have resulted in the issue of a Statutory Notice under any legislation or Government or enforcement body guidance in force at the date of Completion;
  - f) Contamination that, at the date of Completion, the first Owner knew or ought reasonably to have known could result in the issue of a Statutory Notice under legislation, Government guidance or any regulatory or enforcement body's guidance in force at the date of Completion.
- 5) Anything in connection with naturally occurring radon.
- 6) Anything listed in the exclusions and limitations on page 5.

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

If you become aware (for instance by being served with a Statutory Notice) that there may be Contamination in, on or under Your Land, you must do the following:

- 1) Contact NHBC (see page 6) and notify us as soon as possible within the relevant notification period of the matter concerned.
- 2) Give us the opportunity to inspect your Home and Your Land.
- 3) If we ask for them, send us copies of any correspondence, notes of discussions, contracts, plans, quotations, receipts and any other documents or information about your Home. This includes any Statutory Notice and any other notice issued by a government or enforcement body.

## General

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### **General conditions for claims to NHBC**

- 1) If we accept any claim under Buildmark in connection with which you could make a claim against another person, we have the right, at our option, to make a claim against that person in your name but at our expense and retain for our account the proceeds of that claim. In addition, you must at our request and expense do whatever we may reasonably require:
  - a) to make or continue with a claim against that person for our benefit and account to us for the proceeds of the claim;
  - b) to enable us to enforce any rights you or we may have to make a claim against that person by taking over the conduct of any claim you make against that person.
- 2) You must take all steps that are reasonably practicable to reduce the severity of damage or where possible avoid damage to your Home. If you do not do so, NHBC will not be liable for the cost of any work or other costs that could have been avoided had all such steps been taken.
- 3) You must provide at our request any information that we may reasonably require to enable us to assess your claim.

### **Governing law**

The rights and obligations of you, the Builder and NHBC under Buildmark are governed by the law which applies to the part of the United Kingdom, Channel Islands or Isle of Man in which your Home is situated.

### **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.

Further information about the Financial Services Compensation Scheme is available on the scheme's website ([www.fscs.org.uk](http://www.fscs.org.uk)) or by writing to:

Financial Services Compensation Scheme,  
7th Floor,  
Lloyds Chambers,  
Portsoken Street,  
London E1 8BN

# Complaints about NHBC

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## Complaints procedures

### Complaints about NHBC – NHBC’s Complaints Procedure

At NHBC we pride ourselves on the service we provide to our customers. If you are not satisfied with the way we handle your request for help or your claim, please write to the Claims Customer Liaison Manager at NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP, setting out brief details of your complaint. They will arrange for your complaint to be investigated in accordance with NHBC’s claims complaints procedure. We will send a written summary of the complaints procedure on request.

### Complaints about NHBC – Referral to the Financial Ombudsman Service

If your complaint is not resolved (to your satisfaction), you may be entitled to refer it to the Financial Ombudsman Service (an independent body) where it relates to our insurance cover under part 2 of section 2 or sections 1, 3, 4 or 5.

The Financial Ombudsman Service does not deal with complaints about the Builder’s performance of its obligations under Buildmark cover, or about NHBC’s Resolution Service.

Further information about the Financial Ombudsman Service is available on its website ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)) or by writing to:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR.

If the Financial Ombudsman Service investigates your complaint, it will inform you of its findings in writing. NHBC must accept those findings. However, you do not have to accept them. Any decision of the Financial Ombudsman Service does not affect your rights against NHBC under your Buildmark cover.

# Disputes with the Builder

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## NHBC Resolution Service

NHBC's Resolution Service can resolve many disputes between Owners and Builders in connection with Builders' obligations under part 1 of section 2 of Buildmark. Details of the service are on page 11. If you do not wish to use the Resolution Service or if NHBC declines to provide the Resolution Service, or if NHBC does provide the Resolution Service but you do not accept the findings of a Resolution Report in full or at all, other options for resolving any dispute with your Builder include arbitration, court proceedings and alternative dispute resolution.

## Arbitration

### 1) General

- a) Arbitration can often provide a simpler and lower-cost alternative to court proceedings in higher-value or more complex disputes where the small claims procedure would not be appropriate.
- b) Usually, when using arbitration, you will be at risk of being ordered to pay many of the other party's legal costs if you lose, although you may be able to recover many of your own legal costs if you win. You may also have the benefit of the cover provided by NHBC under part 2 of section 2 if the Builder does not pay you any amount that it is required to pay you under an arbitration award (see page 10 for details).

### 2) Arbitration agreement

- a) Parties in dispute can only use arbitration if they first enter into a binding arbitration agreement.
- b) Nothing in Buildmark compels you to agree to use arbitration or to enter into an arbitration agreement with your Builder. However, if you ask for arbitration in a dispute between you and your Builder in connection with your Builder's obligations under part 1 of section 2, your Builder must agree to it.

### 3) Arbitration service provider

- a) At the date of issue of this booklet NHBC's nominated provider of arbitration services is IDRS Limited, which is a wholly owned subsidiary of the Chartered Institute of Arbitrators.
- b) Further information about IDRS is available on its website ([www.idrs.ltd.uk](http://www.idrs.ltd.uk)) or by writing to:  
IDRS Limited, 24 Angel Gate, City Road, London EC1V 2PT.

## Court proceedings

- 1) The court's small claims procedure can provide a way of resolving relatively small disputes where the amount in dispute falls below a specified level. Normally, when using this procedure, you will not be ordered to pay the other party's legal costs if you lose. But normally you will not be able to recover any legal costs that you incur, even if you win.
- 2) For higher-value or more complex disputes, you can still go to court (but not through the small claims procedure).
- 3) Usually when using the court (except for the small claims procedure) you will be at risk of being ordered to pay many of the other party's legal costs if you lose, although you may be able to recover many of your own legal costs if you win. You may also have the benefit of the cover provided by NHBC under part 2 of section 2 if the Builder does not pay you any amount that it is required to pay you under any court orders or court judgments (see page 10 for details).
- 4) Further information about the Courts Service is available on their individual websites or by writing to the addresses below:
  - a) England and Wales: [www.hmcourts-service.gov.uk](http://www.hmcourts-service.gov.uk)  
HM Courts Services, Customer Service Unit, 1st Floor, 102 Petty France, London SW1H 9AJ
  - b) Northern Ireland: [www.courtsni.gov.uk](http://www.courtsni.gov.uk)  
Laganside House, 23-27 Oxford Street, Belfast BT1 3LA
  - c) Scotland: [www.scotcourts.gov.uk](http://www.scotcourts.gov.uk)  
The Scottish Court Service, Hayweight House, 23 Lauriston Street, Edinburgh EH3 9DQ

## Alternative dispute resolution

There is a wide range of alternative methods of resolving disputes, such as alternative dispute resolution (ADR) and mediation, offered by a variety of service providers.

## Professional advice

If you have a dispute or difference with NHBC or a Builder, we recommend that you consider contacting your local Court Centre, Citizens Advice Bureau or Law Centre or a firm of solicitors to take advice on what to do.

## Notes

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NHBC is authorised and regulated by the Financial Services Authority.

This leaflet has been printed on material which is produced from well-managed forests and is fully recyclable and biodegradable, ECF (elemental chlorine free) and is made to ISO 14001 Environmental Certification.



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

