

Guidance notes

Disputes and the Resolution Service

These notes are for guidance only. Please refer to your Buildmark booklet for precise details of the cover on your home.

It is important to check the date your cover began. This is printed on your Ten Year Notice or Insurance Certificate.

Buildmark is divided into several parts and contains both the builder's obligations and our insurance cover.

If your home is part of a development of flats, your dispute could affect common parts, such as the roof or external walls. We may therefore have to ask for further information before considering your dispute.

If your home is less than 2 years old, the builder of your home is responsible for rectifying defects caused by not building to our Technical Requirements.

For the builder to have this responsibility under Buildmark, you must have reported your concerns to the builder, in writing, as soon as possible after the defect could reasonably have been discovered and within the first 2 years.

What is resolution?

If the builder fails to put right defects reported to him in the first 2 years and a dispute arises, then we may be able to offer our free Resolution Service (previously called the Conciliation Service) to try and resolve that dispute.

The Resolution Service is a simple way of resolving disputes. It is usually successful in settling technical disputes but cannot normally resolve disputes about contractual, financial or other non-technical matters.

We will investigate your complaint and may send an Investigator to your home to meet with both you and the builder or his representative.

The Investigator will look at the items in dispute and, where agreement is reached, will record the agreement in the report. Where agreement cannot be reached, the Investigator will recommend what action, if any, we require of the builder.

We will issue a report which, if appropriate, will require the builder to carry out work or actions within a set timescale. The timescale will depend on the complexity of the work or action required.

If you accept our recommendations in settlement of your complaint, but the builder fails to carry them out despite reasonable access being given, then we will take further steps to ensure that they are implemented.

If you do not accept our recommendations, then you may still refer your dispute with the builder to Arbitration. Please bear in mind that the dispute has arisen in the builder's liability period, and therefore the dispute is still with your builder. The purpose of the Resolution Service is for us to try to resolve your dispute by giving an opinion on what work, if any, is required.

Please remember that we cannot require a builder to provide a standard of workmanship better than that normally expected of an average experienced tradesman.

Resolution may still be appropriate if your home is more than 2 years old, but only if you first reported the defect, in writing, to the builder within the first 2 years.

If the items are complex or involve financial matters, and Resolution is not appropriate, we may advise you to refer the matter to Arbitration, and we will advise you on how this can be done. Alternatively, another form of dispute resolution may be appropriate.

What you need to do

We may need to see copies of any letters between you and your builder that relate to the defect(s) you are now reporting. You must have already reported the defects in writing to the builder, and allowed a reasonable time for the builder to arrange to visit your home to see what needs to be done and organise remedial work.

Proof of this action may be necessary.

We will ask you to complete a form to apply for Resolution if there are numerous items in dispute. If there are only a few items, we will complete the form, but you will be asked to check and sign it when we investigate.

The form should be completed and signed in black ink and given to the Claims Investigator or, if requested, returned to the NHBC office.



The investigation

If we carry out a Resolution investigation, we will visit your home by appointment during normal working hours. We will look at the items you have listed on the form and will listen to what you have to say about them.

We will also invite the builder to attend and consider any information he may have. If the builder fails to attend, the investigation will still take place.

The report

After the investigation, if there is agreement between you and the builder, we will issue a report recording that agreement. If there is no agreement, the report will contain the Investigator's decision on each item, based on his or her technical expertise and knowledge of our Technical Requirements.

We will send the report to you and the builder. We will ask the builder to start and complete any works which we have recommended, within a set timescale, provided that you allow him reasonable access.

Queries about the report should be made, in writing, to us at once. We can then advise you how to proceed further. If you do not agree with our report, you may still refer the dispute between you and the builder to Arbitration or another form of dispute resolution procedure.

If the builder does not agree with our findings, he must tell us and apply for Arbitration. We will then advise you what further action will be taken to resolve the matter.

If the builder does not do the remedial work required by our report, we will investigate why. If we are satisfied that the builder has no legitimate reason for delaying, then we will have the work done.

If we cannot get agreement between you and the builder within a reasonable time, we reserve the right to withdraw from the Resolution procedure.

Limits of liability

You should refer to your Buildmark booklet for conditions or exclusions which apply. Generally, however, the builder will not be liable for:

- a wear and tear;
- b condensation;
- c normal shrinkage;
- d items not reported in time;
- e anything specifically excluded from your cover by an endorsement;
- f defects or damage caused by alteration or extension to the home;
- g items that the home owner or his advisers designed for the builder to follow;
- h any cost or expense greater than that necessary to effect a workmanlike repair of the defect or damage.

Consequential costs

If you, or anyone occupying the home, need to move out to enable work to be carried out, the builder is required, under Buildmark, to reimburse you the reasonable costs you actually incur for removal, storage or appropriate alternative accommodation.

You must get the builder's approval before incurring such costs.

The builder will not be liable for items such as normal living expenses, for example, the cost of meals and food.

If you wish to call in your own professional adviser, such as an Architect, Surveyor or Solicitor, you are free to do so. However, these fees will normally be at your own expense and are not recoverable from the builder or NHBC.

Second purchasers

The builder is responsible for defects reported in writing during the first 2 years, even if there is a second or subsequent owner during that time.

However, if you are not the first owner the builder will not be responsible for any defect which you knew about when you bought the property, and which resulted in a reduction in the purchase price you paid, or which was taken into account within any other arrangement.

Builder insolvency

If you believe that your builder has become insolvent during the Resolution process, you should contact us as soon as possible, giving any information you have about the builder's insolvency.

Questions about your cover or these notes

If you have any queries on the extent of the cover or any other matter detailed in these guidance notes, please contact the Claims Department at the NHBC office shown on the accompanying letter.



NHBC Claims

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