

Guidance notes

The builder's obligations and the Resolution Service

Your guide to section 2 of the NHBC Buildmark policy, which covers defects or damage to your home that were reported to the builder during the notification period.

This guide explains the notification period, the builder's obligations, the Resolution Service, and lets you know what to expect from each stage.

The information is for guidance only. You should check your NHBC Buildmark policy document to find out exactly what cover, exclusions and limits apply to your home.



About these guidance notes

NHBC Buildmark is our ten year policy for newly built or converted homes. The policy document is divided into different sections. These guidance notes are about section 2 of the policy, which covers defects or damage to your home that were reported to the builder during the notification period, and which they are responsible to put right.

The notification period

The date that your cover began will be printed on your Insurance Certificate. The notification period for section 2 of the policy normally starts on this date and ends two years later.

If the defect or damage relates to common parts (areas for which you are legally obliged to share the cost of maintenance with the owners of other homes), the notification period varies. To find out what the notification period is in this case, please contact NHBC Claims.

The builder's obligations

When they build a home with an NHBC policy, the builder must make sure that it is built in accordance with our Technical Requirements (which are published in the NHBC Standards). If you tell the builder, during the notification period, about a defect or damage to your home which was caused because they didn't comply with our mandatory requirements, they must put it right or repair it.

As with all insurance policies, there are some exclusions. For more information about what the builder must do, and what they are not responsible for, please see section 2 of your Buildmark policy document.

Telling the builder about your concerns

If you notice anything in your home that you are concerned about, you must tell the builder straight away - remember that they are only responsible for defects or damage reported to them during the notification period.

It's a good idea to send the builder a letter or email so that you can keep a copy. If you telephone the builder, or speak to them in person, make notes about what was discussed, who you spoke to, and when and where the conversation took place. You should keep your records in case you need to prove that you contacted the builder during the notification period.

You must let the builder look at the items you reported and then give them a reasonable length of time to deal with them. Usually the builder will meet their obligations and will deal with defects or damage that you report to them by doing the necessary repairs.

If you are not satisfied with what the builder does, or if you and the builder disagree about what needs to be done, you should contact NHBC Claims. If we think we can help, we will offer our Resolution Service to try to resolve the dispute.

What the Resolution Service can help with

The Resolution Service can help if the builder doesn't fulfil their obligations under the NHBC Buildmark policy.

It can't help with non-technical matters (such as financial or contractual issues), disputes about boundaries, or any other matters that are not covered by our Technical Requirements or Buildmark. It also can't help if you have already started arbitration or legal proceedings against the builder, or any other person or organisation, in connection with the matters in dispute.

Asking the builder to resolve the dispute

When you ask for our help, we will normally contact the builder and ask them to try to resolve the dispute directly with you. If the builder agrees to put right or repair the defect or damage, you must allow them a reasonable time to do so. If they don't complete the work within a reasonable time, or if the dispute can't be resolved, we will usually arrange a resolution meeting at your home.

If we ask for them, you must send us copies of any letters, notes of conversations, contracts, plans, leases, quotations, receipts and any other documents or information about your home.

If your home is in a block of flats, or is joined to another house, and your concerns relate to shared parts (such as a shared staircase or shared wall), we will probably need more information, including details about your managing agent or neighbours, before we can help.

The resolution meeting

If we need to look at the defect or damage that you reported to the builder, we will arrange a resolution meeting with you at your home on a weekday, during normal working hours. We will invite the builder to attend the meeting too.

We must be impartial, so we will look at the items that you reported, and will listen to what you and the builder have to say. Then we will try to help you and the builder come to an agreement.

If you and the builder agree what action should be taken, we will make a note of what was agreed. If you and the builder can't reach an agreement, or if the builder doesn't attend the meeting, we will consider whether the items comply with our Technical Requirements.

The report

After the resolution meeting, we will send you and the builder a 'Resolution report' which will contain our findings.

If we find that items don't comply with our Technical Requirements, our report will tell the builder what tests, investigations or repairs they must do. We will also set timescales for the required action to be completed, which will depend on what that action is.

If we find that items do comply with our Technical Requirements, our report will confirm this. In this case, the builder won't need to carry out any action on them.

Putting things right

If you accept the findings of our 'Resolution report', you must allow the builder reasonable access to your home (on weekdays, during their normal working hours) to complete the work.

If the builder accepts our findings, they must carry out the required action at their own expense. If the builder doesn't agree with our findings, they must tell us and apply for independent arbitration. If this happens, we will tell you what we will do.

If the builder doesn't carry out the action satisfactorily and within the timescales we set, we will ask the builder for an explanation. We may give the builder more time if we are satisfied that they have genuine reasons for not being able to work to the timescales that we set. However, if we don't think they have a reasonable explanation, we will take steps to make sure that the required action is completed. If this happens, we will tell you what we will do.

If repairs are needed, the builder must make sure that items are repaired in accordance with our Technical Requirements. Sometimes a home will need to be empty before repairs can be carried out. If you need to move out of your home, the builder will discuss this with you.

Other costs

If you need to move out of your home, the builder must pay you any reasonable costs that you incur for removal, storage and suitable alternative accommodation. But you must get the builder's agreement before you start to incur these costs. The builder will not be responsible for normal living expenses, such as food and drink.

If you want to use 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.

If the builder becomes insolvent

If you think the builder may be insolvent, please let us know straight away and send us any evidence that you may have.

Other methods of dispute resolution

The Resolution Service is normally successful in resolving disputes about matters covered by Buildmark. If we don't consider that the Resolution Service is appropriate, or if you don't accept the findings in our report, we may advise you to consider another form of dispute resolution. We may also withdraw the Resolution Service if we don't believe that we will be able to resolve the dispute within a reasonable time.

The Buildmark policy booklet gives details of other methods of dispute resolution that may be available to you if the matters in dispute are covered by Buildmark.

Bear in mind that your concerns were raised during the notification period which the builder is responsible for, so any action you take will need to be against the builder and not NHBC.

Other disputes

If the matters aren't covered by Buildmark, the Consumer Code for Home Builders scheme may be able to help. You can find more information about this scheme on the website: www.consumercodeforhomebuilders.com.

Need more advice?

If you have any concerns or questions that aren't covered by this guide please contact NHBC Claims.



NHBC Claims

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