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ON BEHALF OF BUILD WARRANTY, WE WISH YOU EVERY HAPPINESS IN YOUR NEW HOME.

GLOSSARY OF TERMS

Approved Inspector	A person, sole trader, partnership, company, or other organisation registered with BUILD WARRANTY and authorised by The Construction Industry Council to carry out building control inspections.
BUILD WARRANTY	Build Warranty Services Ltd is a leading home warranty provider.
BUILD WARRANTY Consumer Code for New Homes (Code)	The Code sets out the mandatory requirements each member of the BUILD WARRANTY Directory of Developers must adhere to when marketing and selling their homes.
BUILD WARRANTY Directory of Developers	The list of BUILD WARRANTY registered Developers .
BUILD WARRANTY Dispute Resolution Scheme (DRS)	A procedure for dealing with a Dispute between the Buyer and the Developer where: (a) it has not been possible for the Dispute to be resolved informally; and (b) the Dispute is outside the scope of the BUILD WARRANTY Structural Defect Policy .
BUILD WARRANTY Final Certificate of Insurance	The Certificate of Insurance issued on behalf of the insurer.
BUILD WARRANTY Structural Defect Policy	The Certificate of Insurance issued on behalf of the insurer, which signifies acceptance of the home for insurance, following the notification of satisfactory practical completion by the appointed Approved Inspector .
Buyer(s)	Any person, social landlord, corporate body, partnership, or Limited Company who reserves or buys a new or newly converted home from the Developer .
Developer	A person, sole trader, partnership, company, or other organisation that constructs new, or newly converted homes under contract and is a registered member of the BUILD WARRANTY scheme and bound to adhere to the BUILD WARRANTY Consumer Code for New Homes .
Electrical Contractors Association (ECA)	Electrical Contractors Association is the UK's leading trading association for the electrotechnical and wider engineering services industry.
Financial Conduct Authority (FCA)	The Financial Conduct Authority who regulates the Financial Services Industry within the UK.
Financial Ombudsman Service (FOS)	The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.
Homeowner	A person who owns a house, or owns the house or apartment they live in.
Occupier	The person who legally lives in the house, apartment, or other dwelling in question.

Servca Ltd	Servca Ltd is an international insurance intermediary specialising in non-standard Medical, Financial and Professional lines insurance.
The Construction Industry Council (CIC)	The representative forum for the professional bodies, research organisations and specialist business associations in the construction industry.
The National Inspection Council for Electrical Installation Contracting (NICEIC)	The National Inspection Council for Electrical Installation Contracting is a well renowned voluntary body that regulates training and works for electrical contractors and firms across the UK.
The Property Ombudsman (TPO)	The Property Ombudsman (TPO) scheme provides consumers and property agents with an alternative dispute resolution service.

1. INTRODUCTION

1.1 Who we are?

1.1.1 **Build Warranty Services Ltd (BUILD WARRANTY)** is a leading home warranty provider. The **Build Warranty Insurance Services Ltd** is an Appointed Representative of **Servca Ltd** who are authorised and regulated by the **Financial Conduct Authority (FCA)**.

1.2 What we do?

1.2.1 **BUILD WARRANTY Consumer Code** not only ensures that a property is covered by a warranty but that it is constructed to the highest quality standard. It enables you, the home **Buyer**, to be confident that you will always receive the correct level of customer service.

1.2.2 To do this, we firstly ensure your **Developer** is authorised. Once this approval process has been conducted and we are satisfied, your **Developer** will then become a member of the **BUILD WARRANTY Directory of Developers**.

1.2.3 To ensure the requisite quality standards are adhered to throughout the whole of the construction process, our team of **Chartered Surveyors** will then follow and assess the entire build process of your new home alongside your statutory Building Control Inspector.

1.2.4 Upon final inspection, and subject to the provision of all necessary certificates, your home is then issued with a **BUILD WARRANTY Final Certificate of Insurance** valid for a 10 (ten) year term.

1.3 BUILD WARRANTY Consumer Code

1.3.1 The **BUILD WARRANTY Consumer Code** is designed to ensure that as the **Buyer** of a new home, built by a member of the **BUILD WARRANTY Directory of Developers**, you:

1.3.1.1 Are aware of how you can access clear, relevant and accurate information on all aspects of your home buying process;

1.3.1.2 Are treated fairly by the **Developer** at all times;

1.3.1.3 Can be assured that your individual circumstance, particularly if you are vulnerable, will not preclude you from receiving high levels of customer service;

1.3.1.4 Have access to reliable, accurate and timely information about the property, both before and after your purchase;

1.3.1.5 Can avail of the **BUILD WARRANTY Dispute Resolu on Scheme (DRS)** and **The Property Ombudsman Service**, should you have the need to seek a remedy; and

1.3.1.6 Can be reassured that your **Developer** is not only a member of the **Code** but adheres to its requirements.

1.3.2 More details can be found on the website: <https://buildwarranty.co.uk/bw-consumer-code>.

2. WARRANTY PROTECTION OVERVIEW

2.1 First 2 (Two) Years Following Completion

2.1.1 Your **Developer** will provide the initial warranty on your new home. This is valid for the first 2 (two) years after the completion date. If you encounter any problems with your home during this time, inform your **Developer** and they will work with you to put things right.

2.1.2 Your **Developer** has a specific period to repair or resolve warranted items. Be sure to provide your **Developer** and relevant tradespeople access to you home during regular business hours, to make any necessary repairs.

2.1.3 If issues remain unresolved within the timescales you had agreed with your **Developer**, **BUILD WARRANTY** offers a free **Dispute Resolu on Service**. If the defect has still not been resolved by the **Developer** within 56 (fifty-six) days of the complaint, you can then contact **The Property Ombudsman Service** at <https://www.tpos.co.uk/about-us> and they will provide support to the action that should be taken.

2.1.4 As the **Homeowner**, it is essential that you maintain your home. Improper maintenance can affect your warranty eligibility. Different features within

your home will require different maintenance programs. Your **Developer** will advise you how best to maintain these features.

2.2 3-10 Years After Completion

2.2.1 After the **Developer** warranty has ended, your home will continue to be protected by the insurance cover provided by **BUILD WARRANTY** until 10 (ten) years after completion.

2.2.2 This means that we will pay the cost or carry out remedial works for issues covered by and explained within the policy, if the cost exceeds the minimum claim value.

2.3 How to Make a Claim?

2.3.1 At **BUILD WARRANTY**, we understand that things can occasionally go wrong, as construction is a very complicated and technical process. For us to resolve your issue as quickly and as efficiently as possible, we must first be made fully aware of the situation.

2.3.2 To make **BUILD WARRANTY** aware of a claim, please call us on 0203 966 5409, requesting to speak to the Claims Department.

2.3.3 Please have your policy reference number on hand and be prepared to answer several questions to enable us to determine an appropriate course of action. You may also be requested to provide photographs to illustrate the issue.

2.3.4 Each claim is individually assessed and evaluated depending on the individual circumstances.

3. YOUR NEW HOME

3.1 Before Completion

3.1.1 Prior to completion, your **Developer** (and/or their representative) will meet with you and give you a tour of your new home. This will not only give you an opportunity to meet directly with the person responsible for building your home, but will also enable you to:

3.1.1.1 Explore the features of your home;

- 3.1.1.2 Confirm that the specifications you requested are in place; as well as
- 3.1.1.3 Draw the **Developer's** attention to any issues you may identify during this tour.

3.2 On Moving Day

- 3.2.1 Congratulations! You are now the proud owner of your new home!
- 3.2.2 We would encourage you to set aside some time today, to carefully inspect your home and immediately notify your **Developer** of any defects you may find. You should also ensure that any issues raised on your previous tour of your home, have now been rectified. In particular:
 - 3.2.2.1 Ensure you have been given operating instructions for all systems and appliances;
 - 3.2.2.2 Familiarise yourself with the operation of your smoke alarms and check they are in working order;
 - 3.2.2.3 Confirm that the garden boundaries are as you expected;
 - 3.2.2.4 If you have purchased a flat or apartment, make sure that the **Developer** has completed the common areas. Your solicitor or conveyancer will inform you as to what these are, but they usually include stairways, landings and entrance areas;
 - 3.2.2.5 If a chimney or flue has been installed in your home, check that a notice plate (which gives information on the types of appliances that can be safely installed and used), has been provided. If you use your chimney or flue, consider buying a fireguard that complies with the BS 8423:2010 standard;
 - 3.2.2.6 It is important for you to also remember that for the first 2 (two) years after you complete your purchase, your **Developer** is responsible for rectifying any defects that you could not reasonably have been expected to see at the time of moving in, as well as those that develop within this time period.

4. WHO IS RESPONSIBLE FOR WHAT?

4.1 There are many different people who have responsibility for different features and aspects of your new home. These include:

4.1.1 You as the **Homeowner** – The legal owner of the property;

4.1.2 The **Occupier** – The person who has residence in the home. Often the **Homeowner**, but can differ with rental properties;

4.1.3 The **Developer** – The company or person who built the property;

4.1.4 The **Home Insurance Provider** – The company which provides the household insurance for the home;

4.1.5 The **Warranty Provider** – The company which provides the property’s **Structural Warranty**, in this case **BUILD WARRANTY**.

5. LOOKING AFTER YOUR NEW HOME

5.1 All homes require a degree of regular and normal maintenance to be carried out by you as the **Homeowner**, or by you instructing a trained professional.

5.2 We would like to draw your attention to the following **Homeowner** or **Occupier** responsibilities, which are also summarised in Table 1 of this document:

Settling	<ul style="list-style-type: none"> • For the first few months of being lived in, it is especially important that you allow your home to dry out gently – a process known as “settling”. During this stage, small cracks in the walls and gaps in joinery will occur, as the building materials contract and dry out. • Such shrinkage is accelerated by heat, so try to maintain an even temperature throughout your home. • If you move in during the winter months, avoid turning your central heating up to its highest setting, to minimise the rate of evaporation. • Leaving your windows (or their frame vents) open, will allow moisture to evaporate more naturally from your home. • It will take around nine months to a year for your house to dry out. We recommend that you wait to decorate your new property until then. • You can very easily put these cracks and gaps right with filler and a simple coat of paint. It is extremely unlikely that these cracks are structurally significant.
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Fitted Furniture	<ul style="list-style-type: none"> • Similarly, the doors, drawers, windows and cabinets of fitted furniture may require a little adjustment over time. This is to be expected and is considered as part of your normal home maintenance.
Heating Systems	<ul style="list-style-type: none"> • Central heating boilers should be checked and serviced at least once a year by a certified maintenance engineer. Engineers should be registered with the following organisations as appropriate for the type of appliance: <ul style="list-style-type: none"> - Gas safe register for gas appliances; - OFTEC for oil fired appliances; - HETAS Ltd for solid fuel appliances.
Renewable Energy Systems	<ul style="list-style-type: none"> • Any renewable technologies installed in your home should be serviced and maintained by a qualified technician, as appropriate.
Unvented Hot Water Storage Systems	<ul style="list-style-type: none"> • These systems should be serviced at least once a year in accordance with the manufacturer’s recommendations. The manufacturer should be able to provide details of an approved engineer. • WARNING: Never attempt to service or alter an unvented system yourself.
Overflows and Pipes	<ul style="list-style-type: none"> • If you notice water dripping or flowing from an overflow or warning pipe, you should identify the cause without delay. It may indicate that a valve has developed a fault and needs immediate attention.
Chimneys	<ul style="list-style-type: none"> • To prevent chimney fires as well as reduce the risk of carbon monoxide poisoning, chimneys should be swept at least once a year (unless the notice plate suggests alternative maintenance arrangements).
Gutters	<ul style="list-style-type: none"> • Wet patches on the walls may indicate that gutters or downpipes are blocked. We would recommend that you should clear out the gutters of your home at least once a year, to remove leaves and debris.
Flat Roofs	<ul style="list-style-type: none"> • Flat roofs should be inspected once a year to ensure that they remain in sound condition. • Rainwater outlets should also be checked to ensure that they are free flowing.
Paintwork	<ul style="list-style-type: none"> • External paint finishes will dull over time. Where appropriate, walls should be washed on a regular basis. • Outside woodwork should be regularly repainted or stained to preserve the wood. • External walls often need repainting within the first 2 (two) years of moving into your new home. • Provided it is properly done, any subsequent repainting or staining should only be necessary every 4 (four) to 5 (five) years.

<p>Lawn Care</p>	<ul style="list-style-type: none"> • A newly laid turf lawn will need some tender loving care throughout its first season, especially during the summer months. For best results, water your lawn during the coolest times of the day. Try not walk on the lawn until the turf is established and the ground is firm. • In soft landscaping, such as lawn areas, settlement of the ground may occur and should be made good as part of the normal maintenance routine. • Any issues that arise with your lawn should be addressed directly with your Developer, as your home Structural Warranty does not cover this feature.
<p>Damp Proof Courses, Air Bricks and Ventilators</p>	<ul style="list-style-type: none"> • The level of soil around your home should be kept below the damp proof course (generally 150mm or two brick courses). • Paths should also be 150mm or two brick courses below the damp proof course, except where these have been designed to provide level access into the home. • If you are not sure where the damp proof course is, ask your Developer to show you. • Where air bricks, permanent ventilators or pre-pend vents are provided, they should never be blocked or covered by soil or paving.
<p>Drives and Paths</p>	<ul style="list-style-type: none"> • Inspection chambers and rodding eyes are there to provide access to the drainage system below ground, so that blockages can be cleared. It is important that these are not covered over by soil, turf or paving. • Gravel, stones and other loose surfaces may be displaced over time. They may need replacing over time, as part of your normal maintenance routine.
<p>Trees and Shrubs</p>	<ul style="list-style-type: none"> • Planting trees and shrubs can make your garden more attractive – but be aware that they also take moisture from the soil. If the soil is clay, new planting may cause it to shrink, while removing existing trees and shrubs may make it swell. Excessive shrinkage or swelling could damage the foundations of your home. • Much depends on the type, size and location of the trees and shrubs, and the type of clay. You should obtain advice from an expert before planting new trees and shrubs, or by removing or severely pruning existing shrubs. • With clay soils, it is recommended that you plant trees a distance from your home, equal to three-quarters of the mature height of the tree away. However, high water demands trees (such as Elm, Eucalyptus, Oak, Poplar, Willow and some common Cypress species) should be planted no closer to your home than one-and-a-quarter times the mature height. • It is also best to avoid planting shrubs such as Cotoneaster, Ivy, Virginia Creeper and Wisteria closer than 3m to your home. • On all soils, be particularly careful if you are planting trees or shrubs near walls or drains. Allow enough room for trunks and large roots to grow safely.

	<ul style="list-style-type: none"> • Be careful not to plant trees near your neighbour’s home. They could cause damage, and you could be liable for the cost of repair. • Before cutting down or pruning a mature tree, check with your local authority to ensure that it is not protected by planning conditions, conservation area restrictions or a tree preservation order.
Alterations and Extensions	<ul style="list-style-type: none"> • Whatever alterations or extensions you are thinking of making, you should always seek advice from an appropriately qualified structural engineer, building surveyor or architect. You should also refer to your title deeds or lease to ensure the construction is permissible. • It is important to note that any alterations or extensions to your home will not be covered by the BUILD WARRANTY Policy; neither will any damage to your home caused by the work undertaken.
Electrical Work	<ul style="list-style-type: none"> • Ensure that all electrical work that is carried out in your home is completed by a qualified and certified electrician. The National Inspection Council for Electrical Installation Contracting (NICEIC) and the Electrical Contractors’ Association (ECA) keep a register of approved firms.
Gas Work	<ul style="list-style-type: none"> • All gas system changes and modifications within your home, must be carried out by a qualified and certified gas engineer, as listed in the Gas Safe Register.
Roof and Loft	<ul style="list-style-type: none"> • All roof timbers are necessary for the support of the roof and should not be cut or removed.
Lofts	<ul style="list-style-type: none"> • Please be aware that as lofts are not generally intended to be used as a storage space, the structure of the roof is not likely to have been designed to take the additional load of stored items. • Ventilation is provided to control condensation. If vents have been provided in the eaves, ensure they are not blocked or covered over.

6. SUMMARY OF RESPONSIBILITIES

Table 1 – Homeowner/Occupier

LOCATION	ISSUE	POSSIBLE CAUSE
Roof coverings	Pointing to eaves, ridge valleys cracked.	Affected due to frost.
Superstructure (internal)	Moisture or staining on walls.	Condensation.
	Cracks in plasterwork.	Normal shrinkage.
Building services – Drainage above ground	Waste pipe emits an odour.	Waste pipe blocked. Water trap removed.
	Shower not working.	Isolation switch and/or valve is in the “on” position.
	Water not draining away.	The waste pipe, gully or drain is blocked.
	Tap dripping.	The washer is worn, or tap is defective.
	No power.	A circuit breaker has tripped.
	No water supply or low pressure.	The water main has not been turned on or is not fully open. Low pressure in the mains.
Building services – Electrical Installation	Electrical fittings not working.	A circuit breaker has tripped. A fuse has blown.
Building services – Heating and Mechanical	Radiator not producing heat.	Airlock in the radiator. Radiator valve has seized.
	Boiler not working.	Gas supply is off.
External works	Cracking in concrete and drives.	Weight of traffic.

7. SUMMARY OF RESPONSIBILITIES

Table 2 – Developer

LOCATION	ISSUE	POSSIBLE CAUSE
Finishes and Fitted Furniture	Cupboard door is sticking or loose.	Poorly fitted.
	Worktop is damaged or loose.	Poorly fitted.
Damp proofing	Damp penetration.	The property has not been ventilated properly. Damp proof membrane/course is not lapped correctly. The damp proof course has been bridged.
Finishes	Render coming away on external masonry walls.	Render has been poorly applied. An incorrect render mix was used. An inappropriate product has been placed.
	Paint flaking.	Poor surface preparation. Inappropriate type of paint applied. Damp penetration.
Windows and Doors	Rain coming in underneath or through a door.	Weather bar poorly fitted or absent. The door fits badly. Door panels are warped or shrunk.
	Lock not working.	The mechanism has seized. The lock does not align properly with its keep.
	Draughts coming in through the window.	There are no draught strips fitted. The window fits badly. The window is warped or twisted.
	Rain coming in through the window.	The window fits badly. The design of the window is not suitable for the exposure.
Chimneys	Chimney pot loose.	Not fitted correctly.
	Pointing to chimney deteriorating.	The pot has not been installed properly.
	Water ingress through chimney.	Not installed correctly.
Roof coverings	Roof leaking.	Defective roof covering. Inadequate mix.
	Roof/ridge tiles loose or missing.	Tiles not installed correctly.

	Pointing to eaves ridge valleys cracked.	Not properly installed. Lead flashing installed incorrectly.
Superstructure (internal)	Moisture or staining on walls.	Water ingress. Leak in plumbing. Inadequate ventilation.
	Cracks in plasterwork.	Movement.
Building services	Gutter or downpipe leaking.	Downpipe/gutter blocked. A joint in the downpipe/gutter is defective.
Building services – Drainage below ground	Drainage above ground is leaking.	The pipe has cracked due to incorrect installation. A joint in the pipe is not holding.
Building services – Drainage above ground	Water not draining away.	The gully is damaged due to ground movement. The wastepipe or drain was not installed at the correct angle.
	Bath, basin or sink are cracked or damaged.	Damaged prior to installing.
	Shower not working.	Electric: There is no water or hot water. Power: There is no power or water. Mixed: There is no water.
	Sink surround is leaking.	A seal has not been fitted. The seal is broken.
	Waste pipe is leaking.	The pipe has cracked or punctured due to incorrect installation. The pipe has cracked due to inadequate insulation. A joint is not holding.
	The pipes are noisy.	The pipework is not adequately secured. The pipework is not protected where it passes through joists or walls.
Building services – Electrical Installation	No power.	The light(s) or socket(s) are not wired to the circuit.
	Electrical fittings not working.	Appliance is not wired to the circuit. Incorrectly fixed.
Building services – Heating and Mechanical	Radiator not producing heat.	Boiler is not working. Blocked pipe.
	Boiler not working.	Thermostat or programmer is not working correctly.

		The pilot light has gone out. The boiler is not wired to the circuit or is faulty.
External works	Driveways, paths not draining.	The surface is not laid to fall. Ground movement.
	Cracking in concrete and drives.	Ground movement. Weight of traffic.

8. SUMMARY OF RESPONSIBILITIES

Table 3 – BUILD WARRANTY Policy – Likely Items Covered

LOCATION	ISSUE	POSSIBLE CAUSE
Damp proofing	Damp penetration.	The property has not been ventilated properly. Damp proof membrane/course is not lapped correctly. The damp proof course has been bridged.
Finishes	Render coming away on external masonry walls.	Render has been poorly applied. An incorrect render mix was used. An inappropriate product has been placed.
Windows and Doors	Rain coming in through the window.	The window fits badly. The design of the window is not suitable for the exposure.
Chimneys	Pointing to chimney deteriorating.	The pot has not been installed properly.
Roof coverings	Roof/ridge tiles loose or missing.	Tiles not installed correctly.
	Pointing to eaves, ridge valleys cracked.	Lead flashing installed incorrectly.
Superstructure (internal)	Cracks in plasterwork.	Movement.
Building services: Drainage above ground	Water not draining away.	The gully is damaged due to ground movement. The waste pipe or drain was not installed at the correct angle.
	Waste pipe is leaking.	The pipe is cracked or punctured due to accidental damage.

9. SUMMARY OF RESPONSIBILITIES

Table 4 – Home Insurance Provider – Likely Items Covered

LOCATION	ISSUE	POSSIBLE CAUSE
Finishes and Fitted Furniture	Cupboard door is sticking or loose.	Accidental damage.
	Worktop is damaged or loose.	Accidental damage.
Windows and Doors	Excessive draughts in through external doors and windows.	Door is warped or twisted.
	Rain coming in underneath or through a door.	Storm or accidental damage. Door panels are warped or shrunk.
	Lock not working.	The lock has been damaged by an attempted break in.
	Glass broken.	Accidental damage.
Chimneys	Pointing to chimney deteriorating.	Storm or accidental damage.
	Chimney not drawing properly.	Storm or accidental damage.
	Water ingress through chimney.	External conditions.
Roof coverings	Roof leaking.	Storm damage.
	Roof/ridge tiles loose or missing.	Accidental damage or storm damage.
	Pointing to eaves, ridge valleys cracked.	Accidental or storm damage.
Building services – Drainage below ground	Drainage above ground is leaking.	The pipe has cracked due to accidental damage.
Building services - Drainage above ground	Bath, basin or sink are cracked or damaged.	Accidental damage.
Building services – Electrical Installation	Electrical fittings not working.	Accidental damage.

10. COMPLAINTS PROCEDURE

10.1 **BUILD WARRANTY** prides itself in always providing outstanding customer service.

However, in the unlikely event of a complaint, as the Policyholder further action can be taken:

10.1.1 **Stage 1** - Register your complaint in writing to:

Build Warranty Insurance Services LTD

Claims Department

7-8 Delta Bank Road, Metro Riverside Park

Gateshead, Tyne & Wear, NE11 9DJ

Tel. +44 (0)203 3966 5409

- In order to deal with your complaint as quickly as possible, please quote your building period certificate and/or insurance certificate number and provide as much detail as possible regarding the matter.

10.1.2 **Stage 2** - If after receiving a response, you are still not satisfied, you can then approach the insurers cover holder at:

Servca Ltd

Duke House, 32-38 Dukes Place

London EC3A 7LP

10.1.3 **Stage 3** - If after you have received the final written response from the Insurer, you still wish to take the matter further, you can then approach **The Financial Ombudsman Service (FOS)**. The **FOS** is an independent body that arbitrates on complaints about general insurance products. It will consider complaints after Stages 1 and 2 have been followed. The Ombudsman can be contacted at:

The Financial Ombudsman Service (FOS)

Insurance Division

South Quay Plaza, 183 Marsh Wall

London E14 9SR



**BUILD
WARRANTY®**

SECURING THE FUTURE