NEW HOME WARRANTY CODE

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Home Buyers Guide

0203 966 5409

www.buildwarranty.co.uk

info@buildwarranty.co.uk

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5.0 out of 5

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WELCOME TO YOUR NEW HOME!

1. INTRODUCTION

1.1 Who We Are

Build Warranty Insurance Services Ltd (Build Warranty) is a leading provider of home warranties. The Build Warranty Insurance Services Ltd is an Appointed Representative of Servca Ltd who are authorised and regulated by the Financial Conduct Authority (FCA). We ensure that new homes are built to high standards and are protected by comprehensive warranties.

1.2 What We Do

Build Warranty works with Developers and approved surveyors throughout the construction process to support compliance with the requirements of the warranty scheme. Once your home is completed and accepted into the scheme, a Warranty Policy is issued to provide protection in accordance with its terms and conditions.

1.3 New Home Warranty Code

Our New Home Warranty Code helps ensure that:

1.3.1 You receive clear and accurate information about your home.

1.3.2 You are treated fairly throughout the home-buying process.

1.3.3 Any disputes are resolved fairly, with access to a dispute resolution service if needed.

2. DEFINITIONS

2.1 Build Warranty

Build Warranty Insurance Services Ltd, the warranty provider responsible for administering your Warranty Policy and providing cover in accordance with the policy terms and conditions.

2.2 Developer

The builder or Developer responsible for the construction of your home and for remedying defects during the Developer Liability Period.

2.3 Developer Liability Period

The first two years following legal completion of your home, during which the Developer is responsible for addressing defects covered by the warranty.

2.4 Homeowner

The legal owner of the property covered by the warranty.

2.5 **Occupier**

The person living in the property, who may or may not be the Homeowner.

2.6 **Structural Defect**

A defect affecting a structural element of the home that may impact its stability, strength or weatherproofing, as defined in the Warranty Policy.

2.7 **Warranty Policy**

The Build Warranty Policy issued in respect of your home, setting out the cover, terms, conditions and exclusions applicable to the property.

3. WARRANTY PROTECTION OVERVIEW

3.1 **First 2 Years After Completion**

For the first two years, your Developer is responsible for fixing any issues with your home. If something goes wrong, contact them directly. If they don't fix the problem, you can use our free Dispute Resolution Service.

3.2 **3-10 Years After Completion**

After the initial two years and Subject to the terms, conditions and exclusions of the policy, Build Warranty provides insurance protection against specified Structural Defects that may affect the structural integrity or weatherproofing of your home during years 3 to 10 following completion.

3.3 **How to Make a Claim**

If you believe you need to make a claim under your warranty policy, please contact Build Warranty. Full details of the claims process, including the information you will need to provide and how claims are assessed, can be found in the Build Warranty Claims & Complaints Guide available on our website.

4. UNDERSTANDING YOUR WARRANTY

To help you understand who is responsible for resolving an issue, it is important to understand the difference between a snagging item, a defect and a Structural Defect.

4.1 **What is a Snagging Item?**

A snagging item is a minor issue that does not meet the expected finish or quality standard of your new home. Snagging items are usually cosmetic in nature and are commonly identified shortly before or after you move in. Examples include:

- Minor paint imperfections;
- Scratched surfaces;
- Missing sealant;
- Doors or windows requiring adjustment;
- Loose fittings or fixtures.

Snagging items should normally be reported directly to your Developer.

4.2 **What is a Defect?**

A defect is a fault resulting from poor workmanship, defective materials or failure to build in accordance with the required standards. Defects may become apparent after you have moved into your home and can affect the performance or functionality of part of the property. Examples include:

- Leaking pipework;
- Faulty electrical installation;
- Defective roofing components;
- Poorly fitted windows and doors;
- Failed heating or plumbing systems.

During the Developer Liability Period, defects should generally be reported to the Developer in the first instance.

4.3 **What is a Structural Defect?**

A Structural Defect is a defect in one of the structural elements of the home that affects its stability, strength or weatherproofing. Structural Defects are typically covered by the Build Warranty policy once the Developer Liability Period has expired, subject to the terms and conditions of the policy. Examples include:

- Foundation movement;
- Structural failure of load-bearing walls;

- Structural roof defects;
- Failure of structural floors;
- Defects affecting the structural integrity of the building.

If you believe your home has suffered a Structural Defect, please refer to your warranty documentation and contact Build Warranty for guidance on the claims process.

4.4 Who Should I Contact?

As a general guide:

- Snagging items – Contact your Developer.
- Defects during the Developer Liability Period – Contact your Developer.
- Potential Structural Defects after the Developer Liability Period – Contact Build Warranty.
- Emergency situations presenting an immediate risk to health, safety or further damage – Take appropriate emergency action and notify the relevant party as soon as possible.

Please note that all claims and notifications will be assessed in accordance with the terms, conditions and exclusions of your Warranty Policy.

4.5 What Is Not Covered?

While your warranty provides valuable protection, certain items are not normally covered. Examples may include:

- General wear and tear;
- Lack of routine maintenance;
- Condensation caused by lifestyle or ventilation issues;
- Accidental damage;
- Storm damage (which may be covered under your buildings insurance policy);
- Damage resulting from alterations or unauthorised works.

Please refer to your Warranty Policy documentation for full details of cover, conditions and exclusions.

5. YOUR NEW HOME

5.1 Before Completion

Before you move in, your Developer will give you a tour of your new home. This is your chance to:

5.1.1 Check that everything you requested is in place.

5.1.2 Identify any issues that need to be fixed before you move in.

5.2 On Moving Day

Congratulations on your new home! Take some time to:

5.2.1 Inspect your home and report any issues to the Developer.

5.2.2 Make sure you have instructions for all systems and appliances.

5.2.3 Check that the garden boundaries and any shared areas (for flats) are as expected.

6. WHO IS RESPONSIBLE FOR WHAT?

Different parties are responsible for different aspects of your home:

6.1 You (Homeowner): Responsible for regular maintenance and upkeep.

6.2 Occupier: The person living in the home (could be different from the owner).

6.3 Developer: Responsible for the construction and initial two-year warranty.

6.4 Home Insurance Provider: Covers damages and losses related to household incidents.

6.5 Warranty Provider (Build Warranty): Covers major structural issues after the first two years.

7. LOOKING AFTER YOUR NEW HOME

Your home will need regular maintenance to stay in good condition. Here are some key responsibilities:

7.1 Settling: Allow your home to dry out gradually. Small cracks may appear as materials settle.

7.2 Heating Systems: Service your boiler and other heating systems annually.

7.3 Gutters and Roofs: Clean gutters regularly and inspect flat roofs annually.

7.4 Paintwork: Repaint external surfaces every few years to protect them from the weather.

7.5 Gardening: Take care when planting trees or shrubs, especially on clay soil.

8. COMPLAINTS PROCEDURE

If you have a complaint, follow these steps:

8.1 Contact Your Developer: If the issue is within the first two years.

8.2 Use the Dispute Resolution Service: If the Developer doesn't resolve the issue.

8.3 Contact The Property Ombudsman: If the issue still isn't resolved after using the Dispute Resolution Service.

8.4 Keep copies of all correspondence, photographs and supporting evidence relating to your complaint.

8.5 Allow the Developer a reasonable opportunity to investigate and respond before escalating the matter.

8.6 If your complaint relates to your Warranty Policy, you may contact Build Warranty directly for assistance.

8.7 Further information regarding complaints, dispute resolution procedures, claims handling and escalation routes can be found in the Build Warranty Claims and Complaints Guide available on our website.

9. USEFUL CONTACTS

Build Warranty Claims Team

0203 966 5409

Email: claims@buildwarranty.co.uk

Website: www.buildwarranty.co.uk

The examples contained within the following tables are provided for general guidance only. Responsibility for any defect, claim or repair will depend on the specific circumstances, the terms of the Warranty Policy and any relevant insurance arrangements.

10. 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 concreate and drives.	Weight of traffic.

11. 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.
	Radiator not producing heat.	Boiler is not working.
Building services – Heating and Mechanical		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.

12. SUMMARY OF RESPONSIBILITIES

Table 3 – Build Warranty Policy – Examples of Issues that may be 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.

13. SUMMARRY 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.

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