



Buying a home is, for many of us, the most significant financial commitment of our lives. Our aims are to enhance the quality of your purchase and to help you feel secure.

Please contact us if you feel you need our help.

BLP
90 Fenchurch Street
London
EC3M 4ST
United Kingdom

T: +44 (0) 20 7204 2424
E: info@blpinsurance.com
W: blpinsurance.com

HGCC01072016



A HANDBOOK FOR... **NEW HOMEOWNERS**

BLP
IS MANAGED
BY **THOMAS
MILLER**



BLPSECURE

Your new home comes with a BLPSECURE warranty*.

This handbook is designed to help you understand the insurance product. It also offers some basic advice on maintaining your new home.

You should be aware of the following important items:

- a) BLP is an underwriting agency that arranges insurance contracts, and is authorised and regulated by the Financial Conduct Authority
- b) BLP has a Technical Review Team, which will have carried out an assessment inspection of your property prior to completion
- c) The insurer is Allianz Global Corporate & Specialty SE, UK Branch, part of the AA rated Allianz Group
- d) The BLPSECURE warranty is an insurance policy offering cover for certain structural defects, subject to certain terms and conditions
- e) Your insurance policy may have been extended to include additional areas of cover. The Schedule to your insurance policy will tell you whether the cover has been so extended
- f) Your insurance policy will be for a period of 10 or 12 years from the date of the first legal completion, or in Scotland the date of entry on the Premises

The Schedule will tell you the cover period

- g) The BLPSECURE Policy stays with the property for the cover period, whether the property changes hands during that time or not. At the end of the cover period, the policy will expire.
- h) Your home has the added protection of being covered by the BLP Code for the Sale of New Homes

*When we use the term “warranty”, we are referring to an insurance policy that covers certain risks of defects occurring in a property

You may find the checklist overleaf useful when “snagging” the property, but it is only a guide and should not be considered an exhaustive check of all relevant areas.



CHECKLIST

ITEM	Y/N	OBSERVATIONS
Generally		
Have all builders' materials and rubbish been removed from the home and garden?		
Is the home and garden clean and tidy?		
Inside your home		
Decorations		
Is the plasterwork smooth and neatly finished around sockets, switches, pipes, etc?		
Are plasterboard joints and nail fixings invisible?		
Is the decoration throughout the home complete and to a consistently acceptable standard?		
Flooring		
Are you happy that any timber floors don't creak?		
Has sheet flooring been laid level and is it free of bubbling or unevenness beneath the covering that might cause premature failure?		
Is floor tiling fully adhered (i.e. not sounding hollow if tapped) and fully grouted?		
Wall tiling		
Is wall tiling fully adhered (i.e. not sounding hollow if tapped) and fully grouted?		
Has a flexible sealant been provided at corners and junctions with shower trays, baths, basins and kitchen units?		
Kitchens and bathrooms		
Are all kitchen units and appliances clean and undamaged?		
Are all the sanitary fittings clean and undamaged?		
Is the water flow to taps, showers and appliances satisfactory?		
Are any leaks evident beneath sinks, sanitary-ware and appliances? Check waste pipes for leaks also.		
Do all doors and drawers to kitchen units operate correctly?		
Are extractor fans fitted and operating?		

ITEM	Y/N	OBSERVATIONS
Windows and doors		
Are keys supplied for all window and door locks?		
Do all locks and handles work and operate freely?		
Do all windows and doors open and shut properly and engage with the weather seals?		
Do self-closing devices fully close the doors after opening?		
Is all glazing crack-free? Are double-glazed units free of condensation between the panes?		
Heating and electrical		
Do all light fittings and socket outlets work?		
Are radiators securely fixed and free of leaks?		
Is exposed horizontal and vertical pipe-work adequately supported? Are the joints leak-free?		
Lofts		
Is the loft space fully insulated?		
Is boarding provided to give access to tanks etc?		
Outside your home		
Decorations		
Are external decorations complete and to a consistently acceptable standard?		
Fences and gates		
Are all fences and gates complete? Are timber or steel parts protected?		
Paths and drives		
Are all paths and drives complete and laid to an even finish?		
Drainage		
Do gutters and downpipes appear securely fixed and complete? Are they leak-free during rainfall?		
Are gullies and inspection chambers free of debris?		
Roof coverings		
Do any tiles or slates appear cracked or loose?		
Are all lead flashings complete and secure?		



YOUR NEW HOME

If you are moving into a brand new home, you would expect the home to have been completed to the agreed standards and specifications. Otherwise, you should have agreed with your builder or developer a schedule of any outstanding tasks, and you may even have retained a small portion of the final payment until they have been satisfactorily completed. As a buyer, the builder or developer has an obligation to deliver what was agreed.

It is, however, quite common for some small items, usually of a more cosmetic nature, to remain outstanding at completion. The usual practice is for these items to appear in a "snagging list", which is agreed with the builder or developer, who will then put those items right.

During the construction period, BLP's Technical Consultant will have carried out various checks of your property and also a final inspection, to confirm acceptability for Insurance and to ensure that it is essentially complete. However, this is not the same thing as a "snagging" inspection to check that the final quality of the home will meet your expectation; the buyer is the only party who can do that.

We therefore recommend that you undertake a detailed inspection of a new home when you move in, and advise the builder or developer immediately of any concerns you might have. It is your responsibility to make sure that the "snagging" items are fixed. However, if the Home Builder fails to rectify "snagging" and you make a complaint this would be addressed under the terms of the Code (see later).

THE FIRST YEARS

A new home requires special care and attention when occupied for the first time and needs to adjust to the demands of family living.

Depending on the method of construction of your new home, the materials used may have high initial moisture contents which can take up to a year, or even longer to dry out.

As the drying out process takes place, it is inevitable that small cracks will occur in plasterwork and woodwork - this is quite normal and nothing to worry about. Your builder or developer is not legally obliged to rectify these cracks so it is important that you do all that you can to minimise the impact of drying out.

The following simple advice should assist in achieving this:

- Use the central heating system as sparingly as possible during the first few weeks of occupation, even if you move in during the winter months. Try to maintain an even temperature rather than bursts of high temperature.
- Cracks should be left as long as possible before filling to ensure that the shrinkage process has completed.

Another by-product of drying out is excessive moisture in the air. This, together with everyday household activities, may cause condensation to occur on cold surfaces such as windows, doors and external walls.

This can be lessened by:

- Keeping the home as well-ventilated as possible, either by opening windows or ensuring any permanent trickle vents in the windows are left open, even during winter
- Covering pots and pans when cooking and switching off the kettle after boiling
- Closing kitchen and bathroom doors to prevent the spread of steam
- Wiping away condensation that may form on windows and cills
- Avoiding the use of portable gas or paraffin heating appliances
- Drying clothes outdoors wherever possible.

The appearance of deposits on the external and internal walls is a visible sign of the home drying out; this is caused by natural seepage of salts from the brick or block work. They can be removed internally by brushing or wiping away. Externally, natural wind and rain conditions will usually cause the salts to disappear in time.



MAINTAINING YOUR HOME

Regular maintenance of your home is essential to retain the appearance and to ensure long term durability of the components and materials used in the construction.

Key maintenance requirements for various components such as boilers, windows, gutters etc should be detailed in the Health & Safety File that will have been provided by your builder or developer; please contact them if you do not believe this information is available.

Additionally, if your home benefits from BLP**SECUREPLUS** cover, you will find within your insurance documents a schedule of components relating to the construction of your home.

Examples of regular maintenance will include:

- Boilers – annual service and maintenance contract
- Windows (softwood) – redecorate as necessary, typically stain every 3 years or paint every 5 years; lubricate ironmongery when required
- Plastic gutters – replacement of rubber seals as necessary, typically at 15 year intervals; inspect and clean out annually.

If a defect occurs that arises from your failure to carry out reasonable or recommended maintenance, your rights to claim under the BLP**SECURE** cover may be prejudiced. Please refer to your insurance documents for further information.

DIY AND ALTERATIONS

We all want to make our mark on our homes and create a finish to suit our personal taste. This can range from simple decoration, the addition of fixtures and fittings, or more major alteration and extension.

Decoration

After 6 – 9 months (less if walls are dry lined with plasterboard rather than plastered) the drying out process should be complete and it should be safe to redecorate. Drying out and shrinkage cracks should be filled with a good quality flexible filler.

Care should be taken if you intend to remove paper from a plasterboard partition wall, as aggressive scraping may damage the surface.

DIY AND ALTERATIONS

Fixing to walls

Many interior walls within modern homes will be constructed of lightweight timber or metal stud partitioning, faced with plasterboard. Tapping the walls will indicate if this is the case.

For heavy items such as cabinets, bookshelves, etc it will be necessary to locate the studwork behind the plasterboard into which the fixing must be made. Studwork detecting devices are available from DIY stores, which can also detect concealed pipe-work and wiring.

Alterations

Whilst alterations can personalise your home, it is important that these are undertaken with great care to avoid causing damage and invalidating the insurance cover on your home.

Even seemingly lightweight partitions may be providing additional support to the structure of the home. Always seek professional advice prior to removing walls within your home.

Alterations might include:

- Partition removal
- Changes to plumbing, electrical and drainage services
- Replacing windows and doors
- Laying a patio or new paving which may raise external ground levels

Extensions

An extension to your home might include:

- Loft conversion
- Conservatory
- Garage
- Porch

Any of the above might require planning permission, Building Regulation approval and, possibly, approval from the developer prior to carrying out the works.

You should also advise BLP of any intention to undertake such works, as failure to do so may invalidate the cover. Please refer to your policy documentation for details.





HAZARDS IN YOUR HOME

Whilst your home will have been designed and built with your health and safety in mind, there are some hazards that can't be avoided. Below are some examples of these and how you can ensure you mitigate against potential harm to yourself and your home.

Gas safety

- Do not seal off vents supplying fresh air to appliances such as boilers
- Always ensure that repairs, maintenance and installation of gas appliances and systems are undertaken by engineers listed on the Gas Safe Register
- Ensure appliances are serviced at least once a year
- Be aware of the location of the gas tap to enable the service to be turned off if you suspect a gas leak

Electrical safety

- Always ensure that alterations to the electrical system are undertaken by e.g. NICEIC certified and approved installer
- Do not overload socket outlets
- Never operate electrical equipment or switches with wet hands
- Do not use portable electrical appliances in the bathroom
- Always connect to the mains with an ELCB (Earth Leakage Circuit Breaker) when using electrical appliances in the garden
- Never tamper with smoke alarms or detectors. These have been provided for your safety, and should be tested regularly as recommended by the manufacturer.

Drilling and nailing into walls and floors

- Always check the location of pipes and cables prior to drilling or fixing into walls and floors. Unprotected cables and pipes may be located just behind the plaster or plasterboard and beneath the floor decking
- As a general rule, never drill directly above or below switches and sockets or pipe outlets to appliances or fittings
- Cable and pipe detectors are available from DIY stores.

Tree planting

- Both tree planting and tree felling close to the house can cause damage to foundations or drainage systems, particularly in clay soils. Risk of damage is significantly higher if planting within 10m of the house; the safe distance will depend on the type of tree and you should always seek advice from a specialist.

Digging in the garden

- Care should always be taken when digging in the garden as fragile drainage pipes and services may be located at shallow depth.

THE INSURANCE DOCUMENTS

The following three documents form the legal contract of insurance:

- **The Certificate of Insurance**
- **The Insurance Policy**
- **The Schedule together with any Endorsements and the Component Life Schedule**

The Certificate of Insurance is the document that confirms that the property has passed a final inspection by BLP's Technical Review Team and is approved for insurance. It is important to check this document to see if there are any specific exclusions from cover that relate particularly to your property (for example if certain parts of the property are not included, or cover has been restricted in any way).

The Insurance Policy contains the definitions and clauses that make up the basic contract of insurance. In there you will find a description of the benefits of the insurance, the general conditions and exclusions, and the duties of the insured.

The Schedule and Endorsements will show the period of the insurance that is relevant to your particular policy, and will also summarise any amounts, including the sum insured, the limit of indemnity, and the excesses.

The Component Life Schedule will show the "lives" assigned to the components. You will only receive a Component Life Schedule if you have the **BLPSECUREPLUS** product. The Policy Schedule will state clearly whether this applies to your Policy.

The legal beneficiary of the insurance contract is usually the owner of the property, and will be named in the Policy Schedule as the "Insured". It is sometimes the case that a mortgage lender will also have their interest noted.

The insurance contract is between the insured and the insurers, who are Allianz Global Corporate & Specialty SE, UK Branch, part of the AA rated Allianz Group. BLP acts as the appointed agent of the insurers.



THE INSURANCE COVER

The BLPSECURE warranty is an insurance policy that is designed to cover you against “structural defects” in the property that were not discovered prior to completion, and that would represent a significant expenditure for a buyer to put right.

It is different from the cover provided under buildings and contents insurance, and it does not provide cover for general wear and tear, condensation, normal shrinkage, snagging items or damage arising from failure to maintain the property.

A “structural defect” is a fault in the design or construction of the load-bearing portions or weatherproofing of the property.

Examples of the load-bearing portions of the property include the foundations, external and internal walls, floors and roof structures.

Examples of the weatherproofing include the outside wall face, windows, doors and the roof covering.

You should refer to the policy document for a full definition.

Also, if you have the benefit of a **BLPSECUREPLUS** policy, cover may be extended for the premature failure of non-structural components in your property.

Examples of non-structural components would include kitchen units, boilers, internal non-load bearing walls, or doors. BLP is the only provider of non-structural component cover in the UK.

Additionally your policy may include cover for Health & Safety breaches of the UK Building Regulations, and for Contaminated Land. In the unlikely event of a Statutory Notice being served on the homeowner by a relevant authority (such as the local authority or the Environment Agency), Contaminated Land cover offers protection from the costs of remediating contamination which may have been present in the land at the time of completion of the property. To understand exactly what protection your BLP product gives, you should refer to the policy documents.

If damage occurs to your property as a result of a defect in design, materials or workmanship in the structural and weatherproofing elements of the property, you can make a claim under the **BLPSECURE** policy.

THE INSURANCE COVER

For there to be a claim under the **BLPSECURE** policy, there has to be a structural defect giving rise to damage that wasn't picked up prior to completion of the property but which became evident during the policy period. The insurance will pay for the costs to “put right” the defect together with the resultant damage.

The **BLPSECUREPLUS** policy covers the component parts. For example, if a defective water-pipe leaked in the property, **BLPSECUREPLUS** would pay to put right the defect in the pipe, but would not pay for water damage; that water damage would form a claim under the home and contents policy.

The policy does not cover “snagging” items: these are the things that you or your surveyor have identified prior to completion of your purchase or once you have taken possession, and which remain the responsibility of the builder or developer to fix.

You also need to be aware of your excess level under the policy.

The “sum insured” is the limit of your defect claims under the **BLPSECURE** policy, and will be the cost of rebuilding your property. This is because the “worst case scenario” is your property failing completely, in which event your remedy will be to have your home rebuilt.

This sum insured will be shown as a value on the Policy Schedule, and will be a different (usually lower) amount than the sale price of your property. This is because the sale price takes into account other items that do not affect the rebuild cost (like the value of the land). You should periodically review the sum insured to ensure that it provides adequate protection. The sum insured is indexed annually in line with the RICS building costs index.

You may also be able to claim for storage or alternative accommodation costs if you have to move out of the property while any work is being carried out to put right a structural defect; the policy will pay up to 10% of the rebuild cost of your property to cover these items.



MAKING A CLAIM

We hope that you don't need to make a claim under your insurance policy, but we understand that things do occasionally go wrong in any new building, even after rigorous technical inspections.

Claims will be handled by Allianz Global Corporate & Specialty SE, UK Branch, but in the first instance you should contact BLP. We are here to help and will process any valid claim as quickly as possible to minimise any disruption or inconvenience.

In order for us to deal with the claim speedily and fairly, we must be fully aware of the circumstances and also of what action, if any, you propose. You may already have begun investigation into the problem or you may have no idea of the cause.

In particular, you should be aware of the following obligations:

- a) You must give written notice to the insurers as soon as possible, by writing to BLP
- b) You must take all reasonable precautions to prevent damage
- c) You must, within 60 days of the manifestation of the defect or damage, submit in writing to the insurers such details of the claim as are then available
- d) You must supply, or to the extent this is not possible, assist in procuring all reports, certificates, plans, specifications, quantities, information and assistance as may reasonably be required by the insurers.

To notify us of a claim you should call BLP on 020 7204 2419, quoting your policy reference number. You will be asked for a brief summary of the claim or circumstance, and you will be sent a claim form for completion.

Do not worry if you cannot answer all the questions on the form; some may not be relevant to your particular claim.

You should return the completed form to:

**Claims Department
BLP
90 Fenchurch Street
London EC3M 4ST**

How each claim is actually handled will depend on the individual circumstances. The defect will have to be assessed and an inspection may be undertaken by loss adjusters appointed by the insurers. You may be asked to arrange access to the premises for any inspection or opening up.

Whatever the situation, it is imperative that we are informed as soon as possible. We will do everything we can to help you.

COMPLAINTS

**Our aim is to get it right, first time, every time.
If we make a mistake we will try to put it right promptly.**

If you wish to register a complaint about BLP's services, please contact us in writing at:

BLP
90 Fenchurch Street
London EC3M 4ST

or call BLP on 020 7204 2424.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

If you have a complaint about the insurance policy, or about claims, you should contact the insurer in writing at:

Customer Services - UK Compliance
Allianz Global Corporate & Specialty SE, UK Branch
Allianz House
60 Gracechurch Street
London EC3V 0HR

or call Allianz on 020 3451 3000.

We will always confirm receipt of your complaint within five working days, and will do our best to resolve the problem within four weeks. If we cannot, then we will let you know when an answer may be expected.

If we have not sorted out the situation within eight weeks, we will provide you with information about the Financial Ombudsman Service.



BLP CODE FOR THE SALE OF NEW HOMES



A Guide for Home Buyers

What you need to know

Your solicitor or licensed conveyancer should check and ensure that your plot has been registered and should provide you with a copy of the following:

- Your BLP policy, including a clear description of the type of claims covered by the BLP insurance;
- Certificate of BLP Insurance and Schedule;
- BLP's Handbook for New Homeowners; and
- How to submit complaints covered by the Code and the Financial Ombudsman Service.

BLP Code for the Sale of New Homes

As well as the protection provided by the BLP insurance policy, you are also protected by the BLP Code for the Sale of New Homes from 1st June 2015 ("Code").

The Code's main requirements are listed in this Guide but for more details please see www.blpinsurance.com/homeowners

This Guide sets out the core principles that Home Builders who purchase a BLP insurance policy must adopt to protect your interests.

Terms which start with a capital letter (e.g. Buyer, Home) are defined in the Code.

The Code establishes mandatory requirements that apply to all Home Builders who provide BLP insurance. BLP manages the Code. Home Builders must comply with it. There are a range of sanctions for non-compliance depending on the level of seriousness of the breach (see clause 25.2 of the Code). In cases of a serious breach BLP retains the right to refuse to quote for new business. BLP may also recommend removal from the registers of Home Builders maintained by other home warranty providers.

BLP CODE FOR THE SALE OF NEW HOMES

Before Completion

BLP insurance insures the property, not the Home Builder. If your Home Builder is insolvent before your Home has been completed, and the property is taken on for completion by another Home Builder, the insurance will still cover your Home.

Home Builders who take deposits from you are obliged to put them in a deposit account in trust which cannot be accessed by the Home Builder until Completion. This is to ensure those deposits are protected if your Home Builder becomes insolvent to ensure they can be returned to you.

Home Builder's obligations after Completion

Water Ingress in the first year

The BLP insurance covers your property from the date of Completion. For the first year of your purchase the Home Builder will cover you for any claims that arise as a result of Water Ingress, such as leaking external windows or external doors. The Home Builder will be responsible for any repairs that are necessary arising from Water Ingress. You should report such faults to the Home Builder as soon as possible, in writing and keep a copy. If the Home Builder fails to respond or rectify the problem BLP offers a Dispute Resolution process to help you sort out any dispute with the Home Builder. We will also help arrange any remedial work required if the Home Builder fails to respond. If the Home Builder becomes insolvent in the first year following your purchase we will pay for any necessary repairs that arise as a result of Water Ingress in the first year.

Snagging

BLP insurance policies do not cover Snagging. These are minor issues of a cosmetic nature relating to the Home which remain outstanding at the point at which Home ownership passes to you. If the Home Builder fails to rectify Snagging and you make a complaint this will be addressed under the terms of the Code.

The Code

Matters covered by the Code

The Code requires Home Builders to adopt best practice for the marketing, selling of Homes and the after sales customer care service, including Snagging.

The objective of the Code is to ensure that you are:

- Fairly treated by the Home Builder;
- Reassured that the Home Builder is a legal entity and acting professionally;
- Informed on how to manage your Home and address problems that may arise;
- Provided with a clear procedure for dealing with any matters of dissatisfaction or complaint;
- Advised that your Home Builder complies with the guidance on Vulnerable Customers; and
- If you make a complaint because the Home Builder fails to rectify Snagging this complaint would be addressed under the terms of the Code. (BLP Insurance Policies do not cover Snagging).

And that you:

- Know what quality of construction to expect for your Home;
- Know what service levels to expect from the Home Builder; and
- Receive clear and honest information from the Home Builder at the right time upon which to base your decisions.

If you believe you have a Dispute with the Home Builder because the Home Builder has failed to comply with the Code, you may refer your Dispute to BLP who will then address the complaint. BLP will first approach the Home Builder to see whether an amicable solution can be agreed. If this is not possible the complaint will be referred to the BLP Dispute Resolution Scheme.

Matters not covered by the Code

The Code and Dispute Resolution Scheme do not apply to:

- Those properties where a BLP policy has been purchased by an individual customer or sole trader;
- Those properties taken by Home Builders in part exchange and re-sold;
- Properties acquired by social landlords for rent;
- Properties acquired by companies, partnerships and individuals buying several properties for investment purposes;

- Properties built by self-builders for their own occupation;
- Homes assigned or sub-sold by an investor to a third party before they complete the purchase of the Home; and
- Properties built under an architect's certificate.

The Code does not cover disputes that concern:

- Claims that are covered by the BLP insurance policy;
- Personal injury claims;
- Loss of property value or blight;
- Claims about land conveyed or its registered title; and
- Claims that exceed the Dispute Resolution Scheme's limits of 25% of the purchase price of the Home subject to a maximum award of £50,000 plus VAT in the aggregate for all claims arising in respect of the Home.

Adopting the Code

General

Home Builders must adopt the principles and good practice guidance of the Code.

Making the Code available

The Home Builder must display the Code and give, without charge, a copy to you when you ask for it. They must also give it to you when you reserve a home. The Home Builder should also inform you that further guidance is available on the BLP website and, from the Home Owners Alliance at <http://hoa.org.uk/>

Home Builders shall comply with the guidance on Vulnerable Customers contained within the Code, acknowledge and cater for their needs and help them to make informed decisions.

Customer Service

The Home Builder must have suitable systems and procedures to ensure it can reliably and accurately meet the commitments on service, procedures and information in the Code.

Appropriately trained customer service staff

The Home Builder must provide suitable training to all staff to inform and assist you with your responsibilities. Suitable training should also be provided to staff in respect of what the Code means for the Home Builder's company and its directors.

BLP CODE FOR THE SALE OF NEW HOMES

Sales and advertising

Sales and advertising material and activity must use plain English, be clear, fair and truthful and comply with the FCA requirements of Treating Customers Fairly. It must also comply with the relevant code of advertising and the law, e.g.

- UK Code of No Broadcast Advertising, Sales Promotion and Direct Marketing;
- The Television Advertising Standards Code;
- The Radio Advertising Standards Code; and
- Any other relevant code.

Information provided by the Code

Pre Contract Information

General information

The Home Builder must provide you with sufficient pre-purchase information to enable you to make a suitably informed purchase decision. In every case this information must include:

- A written Reservation Agreement (see opposite);
- An explanation of the BLP insurance cover including contact details for BLP and where to locate a copy of the policy (website www.blpinsurance.com Tel 020 7204 2424);
- Description of an annual estimate of your cost to support any Management Services and organisations to which you will be committed; and
- Where the Home may be subject to Leasehold arrangements, the details of those Leasehold arrangements.

If the Home is not yet completed the information must include:

- A brochure or plan showing the size of the Home, Specification (including a statement as to the cosmetic finish you can expect to be achieved), layout, plot position, appearance, price, utilities provided and their location, energy performance ratings, and mobility adaptations of the Home;
- The future build phases of and the facilities on the anticipated completed development;
- A list of the Home's contents including general specifications of fixtures and whether wood, laminate etc.;
- The standards to which the Home is being built, including confirmation that the build is in compliance with the Building Regulations; and
- The Home Builders estimate as to when the Home will be ready for occupation.

BLP CODE FOR THE SALE OF NEW HOMES

Contact Information

You must be told how your questions will be dealt with and who to contact during the sale, purchase and completion of your Home.

Insurance Cover

You must be given accurate and reliable information about the BLP insurance provided on your Home.

Health and safety for visitors to developments under and after construction

You must be informed about the health and safety precautions that you should take if you visit a development under construction.

You must be told about the health and safety precautions you should take when living on a development where building work continues and the measures which the Home Builder implements in order to protect you.

The Home Builder must give you a health and safety file for the home in compliance with the relevant Construction (Design and Management) Regulations 2015. This information should form part of the after-sales service pack.

Advisors

The Home Builder must advise you to appoint a professional legal advisor to carry out the legal formalities of buying the home and to represent your interests.

Reservation Agreement

You must be provided with a Reservation Agreement in plain English that clearly sets out the following:

- The amount of the Reservation Fee;
- The terms under which the Reservation Fee is refundable or non-refundable and any administration fees or similar which the Home Builder may deduct. Terms and conditions for refunds and deductions should be reasonable. This should include the circumstances where that deduction may apply and the likely cost / penalties;
- Confirmation that the Reservation Agreement is not a Contract of Sale for the purchase of a Home and that you understand the difference between the two;
- What is being sold including the type of Home, plot number, map, development name, and parking arrangements, where appropriate;
- The purchase price;
- How and when the Reservation Agreement will end;
- How long the price remains valid;

- Date by which Contract Exchange must take place;
- Copies of the pre-purchase information noted above;
- Part Exchange details if applicable;
- Details of how the Buyer can include in the Contract of Sale any spoken statement that is to be relied upon;
- The nature and annual estimated cost of the Management Services (if any) the Buyer must pay for;
- What happens if the Home Builder becomes insolvent; and
- Scope and process to request changes (i.e. paint colour, design changes, specification changes).

Information on Exchange of Contracts

The Contract

Contract of Sale Terms and Conditions must:

- Be clear, fair and written in plain English;
- Comply with the Unfair Terms in Consumer Contracts Regulations 1999;
- Clearly set out the process and timing for advising you of the date at which ownership of the Home will transfer from the Home Builder to you on Completion;
- Clearly state the circumstances in which you can terminate the Contract of Sale, e.g. if the Home is significantly different in size, quality, location or tenure from that which you agreed to buy;
- Clearly state what will happen should the Home be delayed during the course of construction and not be ready for ownership by the date advised by the Home Builder.

Timing of construction, completion and hand over

You must be given reliable and realistic information about when construction of the Home may be finished, the date at which ownership of the Home will transfer from the Home Builder to you on Completion and the date for handover of the Home.

Contract termination rights

You must be told about your right to terminate the Reservation Agreement or the Contract of Sale. Examples of circumstances when a right to terminate exists would include:

- An alteration to the Home that directly or materially affects the value;
- Excessive or unreasonable misrepresentation of features or amenities; and
- Excessive or unreasonable delay in finishing the construction of the Home and serving the notice to complete.

Contract Deposits and Pre Payments

The Home Builder must clearly explain how your Contract Deposits are protected and how any other pre-payments (such as reservation and administration fees) are dealt with.

Information during Occupation

After Sales Service

The Home Builder must provide you with a comprehensive and accessible after-sales service pack. The pack must contain:

- Who to contact in respect of Water Ingress in the first year of the BLP insurance;
- Contact details for the Home Builder in relation to after-sales service (see 'Contact Information' below);
- Process for handling emergencies;
- Guidance on Snagging, what it is and how to report any Snagging problems you encounter at the Home. It should also be made clear that Snagging is not covered by BLP insurance.
- Guarantees and warranties that apply to the Home; and
- Duration of the after-sales service.

Complaints and Disputes

Complaints Handling

The Home Builder must have a system and procedures for receiving, handling and resolving your service calls and complaints. The Home Builder must let you know of this and of the escalation / dispute resolution arrangements operated as part of this Code, in writing.

Co-operation with professional advisers

The Home Builder must co-operate with appropriately qualified professional advisers appointed by you to resolve disputes. Professional advisors would include solicitors and qualified surveyors.

For further information including the Code documents please see www.blpinsurance.com/homeowners

INDEPENDENT DISPUTE RESOLUTION SCHEME (DRS)

Flowchart for home buyers



BLP CODE

Independent Dispute Resolution Scheme (DRS) flowchart for Home Buyers



