



# Statement of Expectations

Information for  
FMB Members  
and Homeowners



FEDERATION OF  
**MASTER  
BUILDERS**

**INSURANCE**

[fmbinsurance.co.uk](http://fmbinsurance.co.uk)

[in](#) [f](#) [t](#) @FMBInsurance

## Statement of Expectations

Thank you for choosing a warranty from FMB Insurance. Please ensure that you read through all policy documents thoroughly and contact FMB Insurance if you have any questions or queries. This leaflet outlines and simplifies your obligations under the FMB warranty, what we expect from you and the procedures in place.

### **BEFORE STARTING THE WORK**

You will fulfil all financial dealings and contractual obligations with your client with the utmost integrity and care.

You must have sufficient current public liability insurance and employer's liability insurance before starting work on your client's project. FMB Insurance is able to provide these types of insurance, so please get in touch if you would like a quote.

Unless otherwise agreed in writing, you will give your client a written quotation together with a description of the work, ensuring that it complies with all relevant legislation, including, but not limited to, the Consumer Rights Acts 2015 and the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

If you request that your client must pay a deposit or pay a percentage of the work's value, ensure that this amount is noted in writing for both you and your client. To ensure that your clients deposit is protected by the policy, please ensure that all policy details are submitted within 28 days of receiving your client's deposit.

# BUILDER



## WHILST THE WORK IS IN PROGRESS

You are expected to:

- Proceed with the work with due diligence according to the written contract or quotation between you and the client.
- Inform the client of any unforeseen problems or delays as early as possible.
- Confirm in writing any changes to the work specified and/or extra costs and agree these with the client before such work begins.
- If you cannot complete the work for any reason, you must inform your client at the earliest possible opportunity.
- This policy will not complete the project, but it will provide protection to your client in the event that latent defects are discovered in completed elements of the insured works.

Find out more by visiting us online at [www.fmbinsurance.co.uk](http://www.fmbinsurance.co.uk)

## WHEN THE WORK IS COMPLETE

When you have completed the client's work:

- If any latent defects, physical and/or major physical damage has been caused by you and is discovered at any point once the build has been completed and up until the policy expiry date, you are responsible for returning to your client's property to rectify the works. This is only applicable if you are still trading.
- If the client contacts FMB Insurance to submit a complaint that you have not responded to their requests to return to rectify latent defects, physical and/or major physical damage which has been caused by works undertaken by you and insured under this policy, FMB Insurance will write to you and request that you do so within a specified timeframe. This timeframe will be determined by the type of work required and the nature of your dispute with your client..
- If you refuse to rectify the latent defects, physical or major physical damage, we require a written confirmation from you to FMB Insurance, confirming that you are unwilling to rectify the works. This may result in further sanctions from the FMB and/or the Insurer. Please refer to your FMB Rules of Membership for guidance.

All of this information is detailed within the policy wording for your particular warranty. We recommend that you read through all of the documents thoroughly so that you understand your role fully.

## DISAGREEMENTS

If you have a disagreement with the client about anything other than the insured work, you are expected to:

- Try and resolve the disagreement by discussion and by reference to the terms of the contract you have with the client.
- Seek advice from the FMB Disputes department if necessary, by calling 01223 463111 or emailing [disputes@fmb.org.uk](mailto:disputes@fmb.org.uk)
- If the disagreement cannot be resolved, you shall agree to follow the FMB's Dispute Service if the customer requests this. Under this service the case could be referred to an independent Alternative Dispute Resolution organisation. Your participation and co-operation of this service is mandatory.



## Statement of Expectations

Thank you for choosing a warranty from FMB Insurance. Please ensure that you read through all of the policy documents thoroughly and contact FMB Insurance if you have any questions or queries.

### **BEFORE THE WORK STARTS**

#### **Make sure of the following:**

- If your builder requests a deposit, ensure that this amount is noted in writing for both you and your builder. To ensure that your deposit is protected by the policy, please submit all policy details within 28 days of paying your deposit to your builder.
- Ensure that your builder understands the works you are asking them to carry out. Supply your builder with as much useful information as possible, as long as it is relevant.

# CONSUMER

## WHILST THE WORK IS IN PROGRESS

- Confirm in writing any changes to the work specified and/or extra costs and agree these with your builder. Keep a note of these changes as you will need to disclose them to FMB Insurance once the build is complete.
- This policy will not complete the project, but it will provide protection for you in the event that latent defects are discovered in completed elements of the insured works.

## WHEN THE WORK IS COMPLETE

- If any latent defects, physical and/or major physical damage has been caused by your builder and is discovered at any point once the build has been completed and up until the policy expiry date, your builder is responsible for returning to your property to rectify the works. Failure to allow your builder reasonable access may invalidate your policy. This is only applicable if your builder is still trading.
- Upon discovery of any latent defects, physical and/or major physical damage, if your builder is still trading you must contact them and request that they return to the property to rectify these defects.
- If you do not receive a positive response, or if your builder ignores your requests, contact FMB Insurance and request a dispute form. Once you have completed and returned this to us we will begin our Disputes resolution process.
- If your builder refuses to rectify the defects, we will refer your dispute to your insurance company and ask that they adopt the matter as a claim.

# CONSUMER



## DISAGREEMENTS

If you have a disagreement with your builder about anything other than the insured work:

- Try and resolve the disagreement by discussion and by reference to the terms of the contract you have with your builder.
- Seek advice from the FMB Disputes department if necessary, by calling 01223 463111 or emailing [disputes@fmb.org.uk](mailto:disputes@fmb.org.uk)
- If the disagreement cannot be resolved, FMB's Dispute Service can assist you further, if you wish. Under this service the case can be referred to an independent Alternative Dispute Resolution organisation.

All of this information is detailed within the policy wording for your particular warranty. We recommend that you read through all of the documents thoroughly so that you understand the terms fully.

Find out more by visiting us online at [www.fmbinsurance.co.uk](http://www.fmbinsurance.co.uk)



To get a quote on your insurance, get in touch with us today by calling 01353 652760, or visit us online at [fmbinsurance.co.uk](http://fmbinsurance.co.uk)