



# Solo for Self Build

| Your insurance cover from NHBC |

Applicable to newly built self build properties registered with NHBC from 1 September 2005





## Your right to cancel

You have the right to cancel cover under Solo. If you wish to cancel the cover, you must do so within 14 days starting on the day after you receive the Solo policy documents. Your cancellation must reach NHBC by letter or email:

letter      Customer Services  
                 NHBC  
                 Buildmark House  
                 Chiltern Avenue  
                 Amersham  
                 Bucks HP6 5AP

email        CSSupport@nhbc.co.uk

Please quote your Solo policy number when cancelling.

All Solo policy documents should be returned to NHBC with the cancellation request.

Before cancelling the cover please check with your mortgage lender because they may require you to have this cover or its equivalent as a condition of the loan. Please remember also that if you sell the Home within the period of cover, a purchaser (and any lender at that time) will usually require the cover.

If your Home includes Common Parts for which you are jointly responsible with Owners of other Homes, your cancellation will apply to both the cover on your individual Home and the cover for your share of the cost of any claim relating to the Common Parts. So if you cancel your cover, you will still be obliged under your lease or title to contribute to the cost of repairs along with your neighbours.

## Accepting the cover

In accepting this cover you agree to enter into a contract with NHBC and that as a Self Builder you require the insurance, subject to the relevant financial limits, to protect you

1) if during construction a Defect is found after a Stage Completion Certificate is issued in respect of the foundations and substructure.

2) against Damage caused by Defects in specified parts of the Home during years one to ten.

There is also additional cover where NHBC Building Control Services Ltd carried out the building control.

Full details of the cover are set out in the booklet.

## Definitions

Leaving this flap open while reading the document will provide easy access to the definitions of key words which are printed in bold type.



# Definitions

Certain key words and phrases in this policy have special meanings. They are printed in **bold** type and their definitions are given below. In this policy the **Self Builder** is addressed as you. "NHBC" "we" "our" and "us" mean the National House Building Council.

## Application

The form completed by or on behalf of the **Self Builder** describing the **Home** and used to enrol it for cover under this policy.

## Common Parts

Any of the following for which you are legally obliged to share responsibility for cost and upkeep with the owners of other Homes:

- a) Any garage, permanent outbuilding, retaining wall (necessary for the structural stability of your **Home**), external handrail or balustrade (necessary for principal access to the building) newly built by you or your **Contractor** at the date of the **Insurance Certificate**.
- b) Any newly built drainage system built by you or your **Contractor** serving your **Home**.

## Complete/Completion Date

The date NHBC agrees that the **Home** substantially complies with **NHBC's Requirements**.

## Contractor(s)

Someone (a sole trader, limited company, partnership or other party) with whom you enter into a binding contract for work to be done on actually constructing the **Home** or any part of it. It does not include the suppliers of materials used in the construction work.

## Cost

The cost we would have had to pay if we had arranged for the work to be done.

## Damage

Physical damage to the **Home** caused by a **Defect**.

## Defect

A defect in the **Home** resulting from a breach of any mandatory **NHBC Requirement**. Failure to follow the guidance supporting the **NHBC's Requirements** does not in itself amount to a **Defect** as there may be other ways that the required performance can be achieved.

## Home

The house, bungalow, flat, maisonette or single storey home referred to in the **Application**, and any of the following that are newly built at the date of the **Insurance Certificate** by you or under a contract between you and one or more **Contractors** employed by you for the building of the **Home**.

- a) any **Common Parts**;
- b) the drainage system below ground serving your **Home** for which you are responsible;
- c) the garage and any permanent outbuilding the structure of which is physically attached to the house, bungalow, flat, maisonette or single storey home and any retaining wall necessary for the structural stability of the same;

- d) any detached garage or permanent outbuilding but only where it is included for cover by an endorsement on the **Insurance Certificate**.

**Home** does not include any fence, temporary structure, swimming pool, lift, or any electrical, electronic or mechanical equipment other than those requiring Building Control compliance.

## Indexed

Increased to allow for the effects of inflation. The figure of £1000 was set on 1 October 2004 and the increase is applied on 1 April each year in line with the Royal Institution of Chartered Surveyors - House Re-building Cost Index. The figure which applies to a claim is the one which was in force when the claim was first notified to NHBC.

## Insurance Certificate

The certificate we issue on completion that brings sections B and if applicable C of this cover into operation.

## NHBC Requirement(s)

The mandatory **Requirements** we publish in the NHBC Standards which are in force when the concreting of the foundations of the **Home** or if applicable the **Common Parts** is begun.

## Stage Completion Certificate (SCC)

The certificate issued by **NHBC** stating that the work up to the date of the certificate substantially complies with **NHBC's Requirements**. In the text the certificate is called the **SCC**.

## Self Builder/Owner

The person or persons who complete the **Application** and arrange for the building of the **Home** for their own occupation. It includes their successors in title and their mortgagees in possession.

## Value of the Home

The price for which you could reasonably expect to sell your **Home** on the open market at the date that a claim is settled assuming that it is free of **Defects**.



## General exclusions for claims to NHBC

In common with other insurance policies, Solo does not protect the homeowner against every problem that may occur. Several limitations and exclusions apply throughout the policy. We believe it is important to make them clear and easy to find, so we have listed them in the table below.

### NHBC will not be liable for

- a Any cost, loss or liability which is provided for by legislation or which is covered by any other insurance policy.
- b Anything excluded by an endorsement by NHBC on the **Insurance Certificate**.
- c Anything affecting or caused by alterations or extensions to the **Home** carried out after the date of the **Insurance Certificate**.
- d Wear and tear.
- e Deterioration caused by neglect or failure to carry out normal or specific maintenance.
- f Dampness, condensation or shrinkage not caused by a **Defect**.
- g Any **Defect** or **Damage** caused by the installation or presence of a swimming pool or lift.
- h Any reduction in the value or loss of value of your **Home**.
- i Loss of enjoyment, use, income or business opportunity, inconvenience, distress or any other consequential loss.
- j Any professional fees except those reasonably incurred with our specific written consent. (Note - we may in our absolute discretion waive this exclusion if we accept a claim which we had at first rejected.)
- k Costs or expenses greater than would have been paid or incurred by a reasonable person in the position of the **Owner** spending his or her own money.
- l Costs that have already been taken into account by NHBC when making payment to or carrying out work for a previous **Owner**.
- m Costs that are attributable to your unreasonable delay in pursuing a claim.
- n If you are not the **Self builder** but a successor in title, anything which you knew about when you bought the **Home** and which resulted in a reduction in the purchase price you paid or which was taken into account in any other arrangement.
- o Replacement of any undamaged item solely because another item of the same nature, design or colour has to be replaced and the original items cannot be matched.
- p Loss or damage resulting solely from flooding from whatever source or from a change in the water table level.
- q Death, bodily injury, illness or injury to mental health.
- r Loss or damage caused by storm force weather conditions. In this respect NHBC may take into account reports from the Meteorological Office.

Some other limitations and exclusions apply only to parts of the policy. You will find them in the relevant parts.



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# Introduction

## Solo for Self Build

This policy contains your cover under Solo for Self Build (Solo). Please read it carefully. Notes on how the policy works and what you should do to avoid some of the pitfalls you may encounter in building your own home are in the leaflet which accompanies the application pack. Three of those notes (which are for information only) are particularly important and are repeated below.

- 1 NHBC does not provide a site supervision or clerk of works service. You must not rely on NHBC's inspections for that purpose.
- 2 You are strongly advised to enter into a written contract with each contractor you appoint requiring him to complete the contract in accordance with **NHBC's Requirements**. The contract should also specify a defects maintenance period of at least six months.
- 3 You are strongly advised to appoint an architect or a chartered building surveyor or other experienced building professional to advise you on and to administer the contract(s), and to ensure that your **Home** is built in accordance with **NHBC's Requirements**.

Please also remember that your rights under Solo are in addition to any other contractual, statutory or common law rights you may have.

## Special conditions

- A You must arrange for any work identified as defective to be put right prior to the issue of the **SCC** covering that stage of the work. If you do not do this within a reasonable time this policy will be cancelled.
- B Building work must be started within one year of the date of acceptance of the **Application** by NHBC. The work must progress at reasonable speed. If work is not started within this time or no substantial progress is made NHBC will write to you asking for an explanation. If you are unable to confirm that work will commence or resume within a reasonable time, NHBC may cancel the policy after giving you fourteen days' written notice of its intention to do so.
- C If the policy is cancelled NHBC may, in its absolute discretion, refund all or part of the premium.
- D If the **Home** is not **Complete** within 2 years of the date of the foundations being concreted NHBC may, in its absolute discretion, cancel the policy.

## How to contact us to make a claim

Please call **0870 241 4329** or fax **0870 241 4330**

Alternatively you can write to us at: **Claims, NHBC House, Davy Avenue, Milton Keynes MK5 8FP**

You can also use our online claims service at **[www.nhbc.co.uk](http://www.nhbc.co.uk)**

We might ask you to pay a fee and/or provide further information before investigating your claim. The costs incurred may be refunded if your claim is valid.

## Section A Cover before completion

We will either pay for those losses and costs in the green panel or, at our option, arrange for the necessary work to be carried out at our expense. We will not pay for those losses and costs in the blue panel.

### Period of cover

This part of the cover starts on the date the NHBC issues the **SCC** in respect of the construction of the foundations and substructure only and ends on the date shown on the **Insurance Certificate**.

### Financial limits

The most we will pay for all claims relating to your **Home** under section A, B and C together is the value of the **Home** up to a maximum of £500,000.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-Building Cost Index or, if less, by 12% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

#### What NHBC will pay for

The full cost if it is more than £1000 **Indexed** of putting right any physical **Damage** caused by a **Defect** in the foundations or substructure of the **Home**. By substructure we mean the structure below the lowest floor level of the building, including the floor itself and any newly built drainage beneath that floor.

NHBC will also pay the cost of repairing and/or re-instating any other work affected by putting the defective work right.

#### What NHBC will not pay for

Any **Defect** caused by your failure to comply with an instruction given by NHBC to you or your representative at any time during the construction of your **Home**.

Anything listed in the **General Exclusions on page 2**.

### How to make a claim - what you must do

Contact NHBC as soon as you are aware of any **Damage** to your **Home** caused by a **Defect** in the foundations or substructure.

Get our written agreement before you take any action to have work carried out on your **Home**.

If we ask for them, send us copies of any correspondence, contracts, plans, quotations, receipts and any other documents or information relating to your **Home**.

## Section B Cover after completion years 1 to 10

Under this part of the cover, you must tell NHBC of your claim as soon as possible within the period of cover.

We will either pay for those losses and costs in the green panel overleaf or, at our option, arrange for the necessary work to be carried out at our expense. We will not pay for those losses and costs in the blue panel.

There are special provisions for **Common Parts** which are on page 12.

### Period of cover

This starts on the date shown on the **Insurance Certificate** and ends 10 years after the date shown on the **Insurance Certificate**.

### Financial limits

The most we will pay for all claims relating to your **Home** under Sections A, B and C together is the **Value** of the **Home** up to a maximum of £500,000.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-Building Cost Index or, if less, by 12% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

The most we will pay for alternative accommodation, removals and storage is 10% of the financial limit at the time of the claim.

## Section B Cover after completion years 1 to 10

### What NHBC will pay for

**A** The full **Cost**, if it is more than £1000 **Indexed**, of putting right any actual physical **Damage** caused by a **Defect** in any of the following parts of the **Home** or its **Common Parts**:

- Foundations
- Load-bearing walls
- Non load-bearing partition walls
- Wet-applied wall plaster
- External render and external vertical tile hanging
- Load-bearing parts of the roof
- Tile and slate coverings to pitched roofs
- Ceilings
- Load-bearing parts of the floors
- Staircases and internal floor decking and screeds where these fail to support normal loads
- Newly built retaining walls necessary for the structural stability of the **Home**
- Double or triple glazing panes to external windows and doors
- Newly built below-ground drainage for which you are responsible

**B** The **Cost** of putting right any **Defect** in a flue or chimney which causes a present or imminent danger to the physical health and safety of anyone normally living in the **Home**.

**C** Any reasonable costs you incur by prior agreement with us for removal, storage and appropriate alternative accommodation if it is necessary for you or anyone normally living in the **Home** to move out so work can be done.

### What NHBC will not pay for

Any claim under **A** where the **Cost** of repair is £1000 or less, **Indexed**.

**Damage** caused by shrinkage, thermal movement or movement between different types of materials.

**Damage** which is purely cosmetic, such as minor cracking, spalling or mortar erosion to brickwork, which does not impair the structural stability or weather tightness of the **Home** or which only affects decorations.

**Damage** resulting from the entry of water to an underground car park.

Any **Defect** in a ceiling which is not in an enclosed part of the **Home**, eg. Balcony ceilings.

Any **Defect** caused by your failure to comply with an instruction given by NHBC to you or your representative at any time during the construction of your **Home**.

Anything listed in the **General Exclusions** on page 2.

### How to make a claim - what you must do

Contact NHBC (see page 5) as soon as the damage has been noticed.

Give us the opportunity to inspect before any work is done.

If we ask for them, send us copies of any correspondence, contracts, plans, quotations, receipts and any other documents or information relating to your **Home**.

## Section C Additional cover in years 1 to 10 of NHBC's Subsidiary did the building control

This part of the cover only applies if NHBC Building Control Services Limited has done the building control. The **Insurance Certificate** will show if this applies to your policy, It only applies in England and Wales.

We will either pay for the items in the green panel or, at our option, arrange for the necessary work to be carried out at our expense. We will not pay for the items in the blue panel.

### Period of cover

This starts on the date shown on the **Insurance Certificate** and Building Control Final Certificate and ends 10 years after the date shown on the **Insurance Certificate** and Building Control Final Certificate.

There are special provisions for **Common Parts**, which are on page 12.

### Financial Limits

The financial limit for a claim under this Section is the original cost of the work covered by the NHBC Building Control Services Limited Final Certificate.

The financial limit will be increased each year in line with the Royal Institution of Chartered Surveyors' House Re-Building Cost Index or, if less, by 12% compound per year. If we accept a claim, the cost of the claim will be deducted from the financial limit. The balance will then continue to be increased as above.

The most we will pay for alternative accommodation, removals and storage is 10% of the financial limit at the time of the claim.

## Section C Additional cover in years 1 to 10 of NHBC's Subsidiary did the building control

### What NHBC will pay for

Repairs needed where there is a present or imminent danger to the physical health and safety of the occupants of the **Home** because the **Home** does not comply with the requirements of the Building Regulations that applied to the work at the time of construction in relation to the following:

- Structure
- Fire safety
- Site preparation and resistance to moisture
- Hygiene
- Drainage and waste disposal
- Heat-producing appliances
- Protection from falling, collision and impact
- Glazing - safety in relation to impact, opening and cleaning

Any reasonable costs you incur by prior agreement with us for removal, storage and appropriate alternative accommodation if it is necessary for you or anyone normally living in the **Home** to move out so work can be done

### What NHBC will not pay for

Anything which we will pay for under another Section of this policy.

Any claim in respect of site preparation and resistance to moisture, relating to ground that is outside the foundations of the **Home**.

Anything listed in the **General Exclusions** on page 2.

### How to make a claim - what you must do

Contact NHBC (see page 5) as soon as you think you need to make a claim.

Give us the opportunity to inspect before any work is done.

If we ask for them, send us copies of any correspondence, contracts, plans, quotations, receipts and any other documents or information relating to your **Home**.

# General Conditions for claims to NHBC

- 1 If we accept any claim for which you could recover compensation from some other person, you must, at our expense, do whatever we may reasonably require:
  - a to recover compensation from that person for our benefit; or
  - b to enable us to enforce any rights you may have to that compensation by taking over your claim against that other person or in any other way.
- 2 You must take all reasonable steps to reduce damage. We will not pay for any work or other costs which result solely from your failure to do this.
- 3 You must provide at our request any information that we may reasonably require to enable us to assess your claim.

## Important note

It is illegal to make a fraudulent claim.

# War and terrorism exclusions

NHBC is not liable for loss, damage, costs or expenses directly or indirectly caused by, resulting from, or in connection with:

- 1 war, invasion, acts of foreign enemies, hostilities (whether war is declared or not) , civil war, rebellion, revolution, insurrection, use of military or usurped power or confiscation, nationalism, requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
- 2 an act of terrorism\* - regardless of the timing of another contributing cause or event; or action taken to control, prevent or suppress an act of terrorism\*; or action in any way relating to an act of terrorism\*.

If you claim and we decide that this exclusion means the insurance does not cover a particular instance of loss or damage or some particular costs or expenses, then it would be for you to prove the contrary.

\*In this exclusion, an "act of terrorism" means an act - including force, violence or threat by a person or group whether acting alone or on behalf of, or in connection with, an organisation or government - that is committed for political, religious, ideological or similar purposes including the intention to influence a government or to put people in fear.

# Governing law

The rights of you and NHBC under Solo are governed by the law of the country in which the **Home** is situated.

# Common Parts

The following periods of cover, financial limits and conditions apply only if:

- a your **Home** has **Common Parts**; and
- b **Defects** or **Damage** in, or affecting, the **Common Parts** have been notified to NHBC.

## Periods of cover

### Section A

This part of the cover starts on the date the NHBC issues the **SCC** in respect of the construction of the foundations and substructure only and ends on the date shown on the **Insurance Certificate**.

### Section B

The cover in Section B starts on the date of the earliest **Insurance Certificate** for a **Home** which shares the relevant **Common Parts** and ends 10 years from that date.

### Sections C

The cover in Section C starts on the date of the earliest **Insurance Certificate** for a **Home** which shares the relevant **Common Parts** and ends 10 years from that date.

## Financial limits

The most we will pay for any claim relating to **Common Parts** will be the amount that you are legally liable to contribute towards the **Cost** of repairs. Our total liability for your share will not exceed the financial limit of cover for your **Home** in the relevant Section.

For claims under **Section B** (see page 7), if your share of the **Cost** of the repair is less than £1000 **Indexed**, NHBC will not pay your share. If your share of the **Cost** of the repair is more than £1000 **Indexed**, NHBC will pay your share in full.

### Example

You are the **Owner** of a **Home** that shares a drainage run with 2 other homeowners where each **Owner** is legally liable to contribute 1/3 of the **Cost** of repair. If the **Cost** of repair is £2400, each **Owner** would be liable to contribute £800 so NHBC would not pay your share. If the **Cost** of repair is £3300 each **Owner** would be liable to contribute £1100 so NHBC would pay your share in full.

## Special condition

At NHBC's request, you must join with the **Owners** of other **Homes** sharing the relevant **Common Parts** in making a claim. If you do not do so, we will still deduct the amount that you are legally liable to contribute towards the **Cost** of the repairs from the financial limit of cover for your **Home** in the relevant Section.

# Complaints and disputes procedures

At NHBC we pride ourselves on the service we give our customers.

If you are not satisfied with the way we handle your request for assistance or your claim, please write to the Claims Manager at NHBC House, Davy Avenue, Knowhill, Milton Keynes, MK5 8FP. He or she will contact you after reviewing your file.

If you are still not satisfied with the review, please write to the General Manager - Claims at the above address.

The General Manager - Claims' own staff will investigate or review your file and will give you a written response.

After this stage several options are available if you remain dissatisfied or have more complex concerns

## Complaints against NHBC

### The Financial Ombudsman Service (FOS)

You are entitled to ask the Financial Ombudsman Service to investigate complaints against NHBC relating to our insurance cover. Their address is:

**The Financial Ombudsman Service**  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Tel: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This independent organisation will inform you of its finding following investigation. We must accept that finding. You, however, need not accept it.

### The Association of British Insurers

This is an association for insurance companies which produces codes of practice for the industry. It acts as a spokesperson on many issues. Unlike the Financial Ombudsman Service, it has no dispute resolution role but you may find that it can give advice on general insurance matters. Its address is:

**The Association of British Insurers**  
51 Gresham Street  
London, EC2V 7HQ  
Tel: 020 7600 3333

# Complaints and disputes procedures

## Other options for resolving disputes with NHBC

The following notes give guidance on ways of resolving different types of disputes. However, you may wish to seek advice about the most suitable method to meet your specific needs.

### Arbitration

Arbitration means that an independent arbitrator considers the facts of the dispute and decides how it will be settled. In Scotland, Arbitrators are called Arbiters.

Arbitration has the advantage of being generally quicker than court actions and can deal with any matters, provided both parties agree. An Arbitrator's award is legally binding and can be enforced in the same way as a court judgement. However, as in court proceedings, one party may have to pay the costs and Arbitrator's fees. Further details are available free of charge from the Chartered Institute of Arbitrators. If, after receiving details, you wish to proceed, the institute will appoint an Arbitrator upon your application. Their address is:

**The Chartered Institute of Arbitrators**  
**12 Bloomsbury Square**  
**London**  
**WC1A 2LP**  
**Tel: 020 7421 7444**

### Small Claims Court

The Small Claims Court may be suitable for resolving relatively small disputes where the amount falls below a specified level. It is quicker than other forms of court action and the proceedings are less formal. Details are available from any County Court office or, in Scotland, the Sheriff Clerk's office, and many Citizens' Advice Bureaux.

### Other courts

The courts may be suitable for resolving different types of claims involving contractual, financial and boundary disputes, as well as disputes about standards of workmanship, where there is significant cost and complexity. You should seek advice from a solicitor or Citizens Advice Bureau.

### Other forms of alternative dispute resolution

There is a wide range of other methods of resolving various disputes. Many are informal and are intended to be used without legal representation.

A Citizen's Advice Bureau or your legal adviser should be able to give you further advice on these methods.

# Notes



NHBC

Buildmark House, Chiltern Avenue, Amersham, Bucks HP6 5AP

Tel: 0870 241 4302 Fax: 01494 735201 [www.nhbc.co.uk](http://www.nhbc.co.uk) [cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

NHBC is authorised and regulated by the Financial Services Authority

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