

The complaint

Mr and Mrs P complain about National House-Building Council's ('NHBC's') handling of a claim made under their Solo for Self Build cover.

What happened

Mr and Mrs P hold a Solo for Self Build policy with NHBC. A claim was accepted by NHBC under the policy, and it arranged for repairs to take place to the exterior of the property (rendering as well as boards removed and replaced). The same repairs also took place to Mr and Mrs P's neighbour's property.

After the repairs were completed, Mr and Mrs P complained to NHBC that they hadn't been offered alternative accommodation whilst the repairs had taken place. They said the windows and vents had to be sealed during the repairs, and they had to endure high temperatures over a ten-week period, and that this made it difficult to breathe in the property as well as sleep. They said their neighbour had been offered alternative accommodation for the duration of the repairs. They were unhappy they'd been treated differently to their neighbour, and thought this may have been due to racial discrimination.

NHBC issued a final response on the matter. It said Mr and Mrs P's property hadn't been uninhabitable, and so they hadn't needed alternative accommodation. NHBC also addressed some further issues Mr and Mrs P had raised, and offered them £150 compensation for a delay with repairs to their garden. Unhappy with NHBC's response relating to the alternative accommodation, Mr and Mrs P brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. He said Mr and Mrs P hadn't escalated their concerns about the heat in the property to NHBC, and so he concluded NHBC hadn't been given the opportunity to take any action.

Mr and Mrs P didn't accept our investigator's findings, and so the matter has been passed to me for a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

NHBC's final response letter addressed a number of points that Mr and Mrs P had raised. Mr and Mrs P have confirmed to this service that they have only three outstanding concerns – alternative accommodation not being offered by NHBC; an ongoing dispute with NHBC regarding the condition of their garden; and an outstanding payment of £250 that relates to cleaning the driveway.

Alternative accommodation

The policy covers alternative accommodation costs if it's necessary for the insured to move out so that work can be done. I'd also expect an insurer to arrange alternative

accommodation if the property isn't habitable or it's not safe to live in. Whether a property is safe to live in or not, could depend on the needs of those living in the property. What may not be safe for one person, could be safe for someone else.

The repairs were taking place to the exterior of the property, and therefore I can understand why NHBC didn't think Mr and Mrs P needed alternative accommodation. They had full use of all the facilities in their property, such as the kitchen and bathroom.

Mr and Mrs P have explained that their windows and vents were all sealed, and that they had to live with high temperatures in the property over a ten-week period. They've said this was raised with NHBC before the repairs started, and follow-up discussions took place with the claims handler in person.

I've read the correspondence between the parties. I understand the repairs began on 22 May 2023 and ended around 10 July 2023. I see that Mr and Mrs P were in regular contact with the claims handler throughout this time, and this was mainly regarding the noise of the repairs.

Though on 26 June 2023, Mr P was keen to secure a space where he could work away from the property. He said *'My house is literally an oven with the heat, the noise is loud and I cannot be in a position of taking calls and doing presentations from my car, this is simply not reasonable.'* The claims handler agreed to Mr P's request for funds to cover the cost of him working elsewhere.

After the repairs were completed, Mr P emailed NHBC on 18 July 2023. He said they'd had a difficult eight weeks due to the temperature in the house and not being able to open windows. He made the point that their neighbour had been provided with alternative accommodation, and thought this was unfair. NHBC said it couldn't discuss Mr and Mrs P's neighbour, but confirmed that alternative accommodation hadn't been provided to the neighbour due to the heat.

Whilst I appreciate Mr P had mentioned the heat in the property on 26 June 2023, this related to the difficulties he was experiencing working from home whilst the repairs were taking place. Mr and Mrs P also say they raised the matter with the claims handler in person. Though as our investigator has said, if the heat in the property was of such a serious concern, it's not unreasonable to have expected Mr and Mrs P to have escalated this to NHBC if the claims handler didn't take any action.

NHBC has said that if Mr and Mrs P had made it aware of the problems with the heat in the property, it could have spoken with the contractor about alternative approaches to the repairs and possible solutions to the ventilation issue. That doesn't seem unreasonable to me. I haven't seen any evidence to suggest that Mr and Mrs P's race played any part in NHBC's decision not to offer alternative accommodation to them.

Garden

In NHBC's final response letter, it accepted there had been a delay in completing the external works to the garden. Mr and Mrs P aren't complaining about this but have told us that NHBC has since carried out some work to the garden, but they're not happy with the work that's been done.

As Mr and Mrs P's concerns are about matters that have occurred after NHBC issued its final response letter, they would need to raise this as a new complaint with NHBC.

Outstanding payment of £250

Mr and Mrs P say that NHBC owe them £250 for the cleaning of the driveway. As far as I can see, this hasn't been raised with NHBC as a complaint point, and wasn't addressed in NHBC's final response letter. I would suggest that Mr and Mrs P contact NHBC directly about this, and if NHBC can't resolve this for them, they may wish to raise a new complaint about the matter.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 27 November 2024.

Chantelle Hurn-Ryan
Ombudsman