

The complaint

Mr and Mrs A complain about the way National House-Building Council ["NHBC"] handled a claim they made under a Buildmark building warranty.

What happened

Mr A has brought this complaint on behalf of himself and his wife so I'll refer to him mainly throughout. NHBC is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents for which NHBC has accepted responsibility. Any reference to NHBC includes the actions of the agents.

The background to this complaint is well known to the parties so I've included a summary here.

- Mr A owns a property with the benefit of a Buildmark building warranty underwritten by NHBC.
- In 2020, the chimney of Mr A's property began leaking and he made a claim on the warranty. NHBC took over responsibility for resolving the issue from the house builder. Unhappy with the way the claim was handled, Mr A made several complaints to NHBC. Over these complaints, it acknowledged it should have handled the claim better and paid Mr A several amounts in compensation. These previous issues aren't covered under this complaint but included for context.
- In December 2022, Mr A made a further complaint. NHBC issued a final response and apologised for the additional claim delays and for the inadequate repair undertaken to the chimney. It reiterated its £750 offer of compensation.
- Mr A raised a complaint with this Service. Our Investigator considered the evidence and concluded the offer was fair for the impact of the delays during the period of time covered by the complaint. Mr A disagreed and asked an Ombudsman to make 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.

- I understand this claim has had a significant impact on Mr A and his family over the entirety of the claim and I empathise with the personal circumstances he describes in his submissions. My role requires me to assess the evidence in an unbiased manner and that may mean at times my decision sounds a little dispassionate. I mean no offence by this, it merely reflects the nature of what I'm required to do here.
- Our Investigator has explained we can't consider Mr A's previous complaints to NHBC as the issues they covered weren't raised with this Service within the six month deadline from when the final responses were issued. From what I've seen

Mr A has accepted this.

- So the focus of my decision is on the issues covered under NHBC's final response of 20 December 2022 covering the period March 2022 to December 2022. And I'll be considering the impact of NHBC's actions during this time period only.
- It's clear NHBC's attempts to fix the problem by repairing the lead work and undertaking brickwork sealing was unsuccessful. A water test identified a hairline crack that had previously been missed. I would have expected NHBC to identify this sooner to ensure the repair it undertook was effective and lasting but it failed to do this.
- Following this, there were a number of supply delays relating to tiles which were out of stock and a replacement chimney with a six to eight week lead time which arrived but wasn't the right pitch so had to be corrected. In the end, the work wasn't completed until towards the end of 2022. While these delays may not have all been directly within NHBC's control, had the repairs been effective the first time, these could have been avoided so I'm satisfied it is responsible for the impact of the time this took.
- I understand from the evidence there were additional issues with scaffolding having to be erected, taken down and then re-erected and the removal of a portaloos. There was also some damage caused by debris and scaffolding. This increased Mr A's concerns about health and safety and he says he felt his family couldn't safely use the garden. Mr A also expressed his view that NHBC had failed to learn from the lessons of previous mistakes and lack of oversight of its contractors on site.
- I can understand how this would have all added to the stress and inconvenience Mr A experienced and if NHBC had handled things as it should have, this could have largely been avoided.
- I can see the significant impact the claim has had on Mr A and his family. But I have also had to keep in mind that I'm only considering part of the life of the claim and the compensation I award will be limited to the impact of NHBC's actions over that time.
- That said, I can see how the impact of NHBC's actions over this period will have had a greater impact on Mr A because of his experiences in the earlier part of the claim. I've thought about this all very carefully and having done so, I've concluded the £750 NHBC has offered Mr A is a fair way for it to recognise the impact of its actions over this period. I acknowledge Mr A doesn't agree with this, but I'm satisfied it is fair and reasonable in all the circumstances.

My final decision

National House-Building Council has already made an offer to pay Mr and Mrs A £750 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that National House-Building Council should pay Mr and Mrs A £750.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 28 July 2023.

Paul Phillips
Ombudsman