

The complaint

Mr B and Miss P complain about National House-Building Council (NHBC)'s handling of their claim on their Buildmark policy.

Any references to NHBC also include their agents.

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

Some of the points raised are about the quality of the original construction of Mr B and Miss P's property. But these relate to the original builder, not NHBC. So I am unable to consider this in my decision and any reference is purely for contextual or reference purposes.

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.

Mr B and Miss P have made several points. I want to assure them I've considered all of them, but I'm going to focus my decision on what I see as the central issues to this complaint. I don't intend this as a discourtesy, rather it reflects the informal nature of our service and my role in it.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr B and Miss P's claim was accepted under section 3 of the Buildmark warranty. From looking at the information available NHBC said the damage was consistent with items failing to meet NHBC's technical requirements
- Mr B and Miss P were unhappy with NHBC's assessment of the issues. One of the specialists believed condensation in the loft had been caused by a lack of ventilation. But NHBC believed a defect elsewhere had caused the condensation and should be resolved by their recommended fix of the defects. I've not seen anything that persuades me this won't be case. But if Mr B and Miss P experience any further issues with condensation, they can refer it back to NHBC to consider
- Mr B and Miss P were also unhappy NHBC's assessment was carried out via a 'desktop assessment' and not through a visit to the property. It's not unusual in some circumstances for businesses to carry out desktop reviews where they feel they have enough information available to assess a claim. Considering the urgency and the information that was available, including photos of the issues and opinions from more than one specialist, I don't think NHBC acted unreasonably here. I can also see they reimbursed Mr B and Miss P for the cost of temporary repairs to the roof made in the early stages of the claim.
- NHBC offered Mr B and Miss P £250 in compensation to reflect the inconvenience

caused by delays in work beginning at their property. Claims of this nature can take some time to resolve but I can see there were times where there were avoidable delays. So I can fully appreciate Mr B and Miss P's disappointment at not only the issues arising with a new home but additionally the frustration when they had to chase NHBC. But having taken the facts of this case into consideration, I won't be asking NHBC to pay any further compensation as I think the amount offered fairly represents the inconvenience, they've suffered

For these reasons, I do not uphold this complaint.

My final decision

My final decision is that don't uphold Mr B and Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms P to accept or reject my decision before 17 February 2021.

Michael Baronti
Ombudsman