

## **The complaint**

Mr B complains about National House-Building Council (NHBC)'s handling of his claim under his building warranty.

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

From looking at everything both sides have said, there are a number of issues that exist between NHBC and Mr B. Many of these either don't relate to the claims covered in this complaint, or I'm unable to comment on them as they don't fall within this service's jurisdiction. My decision refers to the two claim references referred to in our investigator's view, which I can't name here for confidentiality reasons. And it covers events that happened between the final responses issued in August 2018 and May 2019.

I understand Mr B has strong views about what has happened, and I want to assure him I've read and considered carefully everything he's said. However, I hope he won't take the fact my findings focus on what I consider to be the central issues, and not all the points raised, as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr B and by NHBC to reach what I think is a fair and reasonable decision based on the facts of the case.

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

- Both sides seem to be in agreement about a cash settlement being issued for Mr B's claims. And considering the circumstances, I think this seems reasonable. The settlement should be based on what it would reasonably cost for Mr B to arrange the repairs himself. However, NHBC will need to be allowed to validate the claim – so quotes will need to be provided for them to assess. Mr B will also need to be aware that it would be reasonable for NHBC to request a range of quotes.
- Due to the number of issues and claims that exist between NHBC and Mr B, I do appreciate it's been hard to manage – for both parties. But I do think there were times where NHBC could've acted quicker, been more proactive or done more in managing the claim. In August 2018 NHBC wrote to Mr B about arranging to visit his property to clearly establish which items were still outstanding. However, I'm not persuaded NHBC were proactive in trying to arrange this with Mr B. So the claim didn't progress. When the meeting finally took place in April 2019, Mr B believed it was to address all the issues he had, not just those relating to this claim, so the meeting ended. NHBC said they set out the purpose of the meeting in August 2018. But given the time that had passed and considering the number of issues discussed

in the meantime, I think NHBC could've done more to remind Mr B of the purpose of the meeting

- NHBC said Mr B told them he was planning to take legal action during the meeting in April 2019. NHBC said they didn't continue with managing the claim through their resolution service as this cannot run alongside legal action. But I can't see anything to suggest Mr B did take legal action – or that, aside from a verbal comment during what on the balance of information available, looks like could've been a contentious meeting, suggests Mr B did bring any type of legal action. So until he did, I think it would've been reasonable for NHBC to continue to attempt to progress the claim - or at least further clarify this with Mr B, but I can't see anything to suggest this happened
- Considering everything I've set out above I think NHBC should pay Mr B £500 compensation as it fairly reflects inconvenience Mr B has been caused

### **My final decision**

My final decision is that I uphold Mr B's complaint.

To put things right, I direct National House-Building Council to:

- Pay Mr B £500 compensation
- Provide a cash settlement for items listed and related to the two claim references dealt with under this complaint, based on cost to Mr B. This will be subject to Mr B providing quotes and NHBC validating them

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 April 2021.

Michael Baronti  
**Ombudsman**