

The complaint

Mr H complains about National House-Building Council (NHBC)'s handling of a claim on his building warranty. He believes NHBC have caused delays and haven't handled his claim correctly.

All references to NHBC also include their agents.

This complaint relates to ongoing issues Mr H says he has experienced. My decision focusses on events following a previous final response issued by NHBC in September 2019 to the date of their final response in May 2020. Any reference to events outside of these dates is purely for contextual purposes

The full 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.

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.

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

- Mr H remained unhappy with the amount NHBC offered in cash settlement. Mr H provided quotes and further information for NHBC to consider, and in November 2019 they increased their offer.

Mr H still didn't agree the settlement offered was enough to complete the necessary work himself. He also highlighted there were previous failed or ineffective repairs that needed addressing. So NHBC agreed to attend Mr H's property to assess these

- NHBC attended Mr H's property in January and February 2020. Following this the proposed scope of work was revised as NHBC said further work was required
- NHBC increased their offer which I can see Mr H has accepted in February 2020
- An appointment to attend the property was made in January 2020. I can't see the circumstances of the claim changed between the end of November 2019 and January 2020, so I do think NHBC could've been more proactive in arranging an appointment to attend Mr H's property. I have considered what NHBC said about challenges during the Christmas period – but this wouldn't account for the whole month of December. Even if an appointment wasn't available until January, it is possible with more notice it could have been arranged for an earlier date in the month, and considering the concerns Mr H has raised it would have at least provided reassurance to Mr H the matters were being progressed

- Mr H instructed solicitors as he felt frustrated with the progress of the claim - and wants NHBC to cover the costs he incurred. I can't see anything that persuades me their involvement proactively resulted in movement or a different course of action in the claim, so I won't be asking NHBC to reimburse these costs
- Taking into consideration everything I've highlighted above, I think a total of £250 is a reasonable compensation amount as it fairly reflects the inconvenience, and obvious frustration, Mr H has been caused

My final decision

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

To put things right National House-Building Council should pay Mr H £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 April 2021.

Michael Baronti
Ombudsman