

## **The complaint**

Mr R and Mrs R have complained about the way National House-Building Council (“NHBC”) handled their claim and the delays they experienced.

## **What happened**

In 2017, Mr R and Mrs R made a claim under their NHBC Buildmark policy for defects they noticed after moving into their new home.

Mr R and Mrs R felt the claim was handled poorly and that they experienced extensive delays, leaving them and their young child in an extremely uncomfortable, cold and damp home. They complained to NHBC, which then offered Mr R and Mrs R £500 compensation for its failings, particularly in relation to poor communication and the general handling of the claim. NHBC insisted that £300 it had offered previously was in relation to delays in its handling of the claim. But Mr R and Mrs R dispute this and say that payment was solely in relation to a plumbing leak.

Unhappy with the level of compensation offered for the delays and poor service they’d received, Mr R and Mrs R referred their complaint to this service. Our investigator considered the issues and during the course of the investigation, NHBC increased its offer of compensation to £1000 and our investigator agreed that this was a fair offer. Mr R and Mrs R disagreed. They didn’t think this level of compensation accurately reflected the trouble and upset they experienced and so the complaint has come to me to decide.

## **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 should first like to point out that claims involving inherent defects in a property can take a considerable length of time to resolve. But, having considered the timeline of events, I agree that the level of service NHBC provided fell short of what Mr R and Mrs R quite rightly expected. NHBC should have offered more compensation than the £500 initially offered and I think £1000 is a fair and reasonable offer considering all the delays and the poor handling of the claim.

I say this because there were indeed numerous delays, in part caused by a case handler who was on long term sick leave, which led to queries not being responded to in a timely manner. There were also delays in contractors starting repair work and delays in the work being finalised. I think this would’ve heightened the distress and inconvenience Mr R and Mrs R experienced overall.

I appreciate Mr R and Mrs R have requested a higher level of compensation. But, having considered all the issues carefully, I can’t fairly say that the length of time this claim took was mainly as a result of delays on NHBC’s part. It is not for this service to compensate for all the inconvenience and distress that a claim of this nature can inevitably cause. And, having identified from the timeline of events and all the correspondence in this case which periods

of time represent unavoidable inconvenience due to the nature of the claim itself and which periods of time represent delays that could've been easily avoided by NHBC, I still consider that the offer of £1000 now made is reasonable.

I've also considered carefully the submissions made by Mr R and Mrs R's representative, and the suggestions made which Mr R and Mrs R feel would constitute a proper award for the extensive disruption caused to their family. However, the awards made or recommended by this service are not always in line with those that a court might make – and this is in part due to the free and informal nature of our service compared to the lengthy and often costly nature of court proceedings.

Even so, when I consider Mr R and Mrs R's length of time away from their home and the disruption caused to them, I believe £1000 to be a reasonable level of compensation which adequately reflects the difficulties they experienced that can fairly be attributed to errors made on NHBC's part. And I would like to assure Mr R and Mrs R that, though I appreciate they will be disappointed with my decision, an award of this nature is considered a substantial one in the circumstances.

### **Putting things right**

To put things right, NHBC must pay Mr R and Mrs R £1000 in recognition of the trouble and upset caused to them.

### **My final decision**

My final decision is that I uphold this complaint and require National House-Building Council to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Ms R to accept or reject my decision before 28 July 2021.

Ifrah Malik  
**Ombudsman**