

## **The complaint**

Miss B and Mr H complain about how National House-Building Council have dealt with a claim they made under a warranty policy.

## **What happened**

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

This claim has been ongoing for some time however this decision only relates to matters that were dealt with in the final responses dated 18 December 2019 and, 26 March 2020.

## **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.

Miss B and Mr H have made considerable submissions in bringing their complaint and I understand they feel very strongly about it. Whilst I don't intend to respond in similar detail, I can assure them I have read all their correspondence and taken it into account when making my decision. So, if I don't mention any particular point or piece of evidence it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. I hope Miss B and Mr H don't take this as a discourtesy; it is just a reflection of the informal nature of our service.

Having considered all of the evidence available to me, I agree with the outcome reached by the investigator for the following reasons:

- It isn't in dispute that this claim has gone on for longer than needed, many issues have been encountered, different contractors have been appointed and removed from site, repairs haven't gone to plan and considerable distress and inconvenience has been caused to Miss B and Mr H. They have also pointed out why they have felt unable to stay in the property at times and the considerable effort that they have had to go to in order to make their complaint about NHBC.
- Previous complaints have been made and addressed by NHBC and settlements have been made covering some of the above issues, such as alternative accommodation, removal and storage of items, inventory checks, council tax, rental of a parking space and costs of dismantling and reconstructing furniture and cleaning and redecoration costs. £1,500 compensation has also previously been offered to reflect matters of poor service to that date. I won't be considering any of those matters in this decision and they are complaints that are dealt with under another reference at this service.
- NHBC's final response of 26 March 2020 mentions a comment a case handler made about the previous alternative accommodation payment and there being a question about whether the payment has been used as intended. But, as this primarily

concerns a matter that was addressed in full in a previous final response, I will not be revisiting the matter of that payment here. NHBC has explained the comment was made based on the information given to that case handler, and I accept this explanation.

- NHBC has now made an uplift in payment to the cash offer previously made for outstanding cleaning and redecoration works alone, to reflect the fact prices have increased since the offer was originally made. I think this is fair and reasonable, it isn't my role to decide what amount should be paid to Miss B and Mr H for each issue and in any event that is something covered under a previous final response. Cash settlements are usually made at the rate it would cost an insurer to complete works, and we don't usually consider this to be unreasonable. I won't be interfering in those costs here.
- NHBC has offered a further payment of £500 for alternative accommodation to reflect the inconvenience of the work mentioned in the point above. I think this is reasonable in the circumstances as the property would technically remain habitable as per the policy terms. – therefore, there would be no requirement for NHBC to make such a payment.
- NHBC investigated Miss B and Mr H's concerns about the claims handler and explained its reasons why they would not be replaced. I think NHBC has acted reasonably here. The decision of who should handle the claim is NHBC's alone and this isn't something this service would get involved in. While I appreciate Miss B and Mr H's reasons for wanting the claims handler changed, I'm satisfied NHBC have explained why that would not happen.
- A vase was broken in the process of some repairs being undertaken, NHBC offered £500 for this, in light of the fact Miss B and Mr H haven't been able to substantiate its value. I think this is a fair and reasonable offer. If Miss B and Mr H wish to negotiate this further with NHBC then that is open for them to do if NHBC are receptive.
- Miss B and Mr H have said the repairs failing caused further damage to their property and there are other matters that remain outstanding such as issues regarding the capping, plastering of ceilings, cleaning of the glass panels and general cleaning of the site. NHBC have now offered to revisit the property to see what else needs to be done. I think this is a reasonable course of action.
- Miss B and Mr H have said that they don't feel it is reasonable that this service should suggest they continue to correspond with NHBC going forward given what has happened in the past. However, this service does not act as a claim's handler and nor do we appoint third party mediators. While I acknowledge what has happened in the past as has been less than ideal, going forward, both parties need to find a way to work together to resolve the outstanding issues and bring this claim to a conclusion. If Miss B and Mr H feel they are no longer able to deal with the claim themselves they could arrange for a representative to act on their behalf and liaise with NHBC, however I wouldn't expect NHBC to cover any costs relating to this.
- NHBC have offered a further £1,500 compensation to reflect the ongoing issues the claim has caused (making £3,000 total over the course of the claim). Considering what has happened, and while I appreciate why Miss B and Mr H may feel this far from reflects the trouble and upset, they have been caused, I do think it is a fair and reasonable amount. It is not the role of this service to make awards intended to punish or fine a business for getting something wrong, nor does it award compensation in the region of what a court may award for damages. I think NHBC

has taken into account how severely Miss B and Mr H have been impacted by the poor handling of the claim and have fairly compensated them for this. Complaining itself is one of life's natural inconveniences and therefore I wouldn't look to increase any compensation award simply because of this.

For the reasons above, I do not uphold this complaint.

**My final decision**

My final decision is that I do not uphold Miss B and Mr H's complaint against National House-Building Council.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr H to accept or reject my decision before 6 April 2022.

Alison Gore  
**Ombudsman**