

The complaint

Mr S complains about the way National House-Building Council (NHBC) has dealt with a claim he's made under his Buildmark building warranty.

What happened

The background to this complaint is well known to the parties so I've provided a summary here.

- Mr S owns a property which has the benefit of a Buildmark building warranty underwritten by NHBC. After moving in, he identified a number of snagging issues and contacted NHBC in early Spring 2021. It asked him for more information to identify his policy. Mr S got back in contact sometime later, in February 2022, and provided a snagging list.
- NHBC contacted the builder with a request to deal with the snagging issues. Sometime after, Mr S let NHBC know the builder hadn't been in contact so NHBC arranged a resolution meeting.
- After this meeting, a resolution report was issued and this instructed the builder to complete the agreed repairs by a deadline of 3 June 2022. A period of back and forth between NHBC and the builder followed as he thought his liability period had already ended. In mid May, the builder agreed to undertake the work and NHBC let Mr S know he would need to allow the builder the opportunity to do this.
- Shortly after the June 2022 deadline, Mr S let NHBC know the builder hadn't been in contact directly or completed the works. Some contractors had attempted to book dates in for repairs but it hadn't been clear to Mr S what work had been agreed or which contractors were responsible for what work.
- The builder provided NHBC with evidence his tradesmen had been in contact shortly after he accepted responsibility for the work, and in advance of the deadline. The builder said dates weren't booked in as Mr S hadn't been happy to agree to anything until he'd heard back from NHBC. NHBC therefore decided to extend the deadline for dates to be booked in until early July 2022.
- Mr S complained to NHBC about this agreed extension but it didn't uphold his complaint. It said the builder had made a genuine attempt to arrange dates for the work so it was reasonable to provide the extension.
- Mr S raised a complaint with this Service. Our Investigator didn't uphold it as she thought NHBC had acted reasonably and in line with the policy terms when it agreed to extend the deadline to allow the builder more time to complete the repairs. Mr S didn't agree so the complaint has been brought to me for an Ombudsman's 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.

- I explained in a decision on a separate case that I can only consider NHBC's actions after 3 June 2022. This decision focuses on the period from that date to when NHBC issued its final response on 11 July 2022.
- The terms of the building warranty explain what the parties can expect from the cover. I'm unlikely to tell a business it's done something wrong if it's acted in line with the policy terms.
- In Section 2, it explains "*If the builder is unable to meet the timescales we set, they must let us know and we will consider whether we can give them more time*". From this, I'm satisfied NHBC was entitled to extend the timeline given to the builder and this was in line with the policy terms.
- I've then gone on to think about whether it was fair and reasonable to do this in light of the evidence available at the time it made its decision.
- Having established the claim was made in the builder's liability period, the resolution report directed the builder to undertake works by 3 June 2022.
- I've seen evidence a contractor acting for the builder contacted Mr S on 16 May 2022 to book time to start the work. There was then some back and forth as Mr S wanted to establish what work the contractor planned to undertake.
- Some time later, the builder also got in contact with Mr S but he was keen to await the outcome of his contact with NHBC before agreeing on a start date.
- NHBC was satisfied the builder had made a genuine attempt to arrange a time for the work to be undertaken. It also said that as the builder's tradespeople were ready and waiting to do the work, this would ensure the quickest resolution. Because of this, it extended the deadline for the work to be completed rather than take over the builder's responsibilities at that time.
- Bearing in mind what I've said above and the evidence I've seen, I'm satisfied this decision was reasonable and one NHBC was entitled to make in line with the policy terms. So, I'm satisfied it acted fairly in deciding to provide the deadline extension to the builder.
- I won't be asking NHBC to do any more on this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 December 2022.

Paul Phillips
Ombudsman