

The complaint

Mr G is unhappy with the way National House-Building Council (NHBC) dealt with a claim he made under his new home warranty.

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've explained the extent of our jurisdiction to consider the merits of Mr G's complaint separately, so I won't repeat that here in detail. In summary, I can only consider the way NHBC acted in its capacity as an insurance provider under the warranty.
- That means I can't consider the time taken for NHBC to begin and carry out its Resolution Service, the way it carried out the Resolution Service and the findings it reached about which items required further action by the builder.
- NHBC issued a Resolution report agreeing that 26 items required action by the builder by 25 March 2022. The work hadn't been completed by that deadline and so NHBC became responsible under the warranty for dealing with it.
- Mr G complained about a range of things. The only aspect of his complaint I'm able to consider here is how NHBC dealt with those 26 items, from 26 March 2022 to the time of its final response on 11 April 2022 – a two week period of time.
- NHBC's final response mostly dealt with points outside of my power to consider, so I won't comment on them. In relation to the outstanding work, NHBC said the builder was required to deal with the 26 items and NHBC would assist if that didn't happen.
- Our investigator thought NHBC had acted reasonably within the relevant time period.
- The period of time I can consider is just two weeks. And during that time, most of the communication between Mr G and NHBC was about the Resolution Service and therefore not in my power to consider. So there is little I can comment on.
- Focusing on what I can consider and comment on, I'm satisfied NHBC acted fairly. When NHBC takes on responsibility for repairs, as it did here, I would expect it to consider how best to promptly resolving the outstanding problems. Where the builder is actively involved and willing and able to carry out the outstanding work, that is often the most efficient and effective option to resolve things.
- Here, Mr G said the builder visited and agreed to carry out all the repairs required of them and had created a provisional schedule of work to reflect that. I'm satisfied that shows the builder was prepared to take action promptly and accordingly it was reasonable for NHBC to take things forward in that manner.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 May 2023.

James Neville
Ombudsman