

The complaint

Mr H and Ms B complain about the way National House-Building Council (NHBC) handled a claim they made under their new home warranty.

Mr H has primarily dealt with things so, for simplicity, I'll refer to him only.

What happened

The circumstances aren't in dispute, so I'll summarise the background:

- Mr H bought a new home covered by a ten-year NHBC warranty.
- He got in touch with NHBC in 2017 about cracking in the render. NHBC considered the claim under Section 2 of the warranty and carried out its Resolution Service. It told the builder to carry out repairs. They did so, but that didn't resolve the problem, and Mr H returned to NHBC in 2019.
- NHBC agreed further work should be carried out to resolve the cracking and took responsibility for doing so. It accepted it had caused delays and paid compensation.
- Work went ahead in 2023. NHBC conceded some of the repair wasn't of an acceptable standard and agreed to carry out further work. There were further delays and NHBC paid further compensation.
- The claim continued, NHBC agreed a schedule of repair, and work began in May 2024. It was due to complete in mid-June but was finished around three weeks later.
- Mr H complained about the delay, the extent of work carried out in relation to the cavity tray, and the workmanship of the contractor in a number of respects.
- NHBC responded in July 2024. It accepted the work had taken longer than anticipated and the contractor had left Mr H's property in an unsatisfactory condition. To put these things right, it offered £150 compensation and to review the workmanship concerns in more detail. It was satisfied the work carried out to the cavity tray rectified the original problem claimed for.
- Unhappy with the progress of the claim after that, Mr H complained again.
- NHBC responded in October 2024. It conceded that it hadn't rectified any of the workmanship concerns and had made no real progress towards doing so. It offered a further £350 compensation, making £500 in total between the two responses.
- Our investigator looked at what had happened between March and October 2024 and, in summary, she said NHBC had:
 - Agreed to deal with some problems and offered to consider others.

- Carried out reasonable work to the cavity tray and living room ceiling.
- Offered a reasonable amount of compensation for the stress and inconvenience caused to Mr H.
- Mr H didn't think this was a fair outcome and asked for this complaint to be referred to an Ombudsman.

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.

- As Mr H is aware, it's not open to me to re-consider previous complaints. In this decision, I can only consider his most recent complaints – those which NHBC answered in July and October 2024. But, when doing so, I can bear in mind the impact on him of any avoidable problems is likely to be greater as a result of the length of the claim and what's happened during that time.
- There are a number of points to consider, so I'll take each in turn.

Steps NHBC has agreed to take

- Following the repairs carried out by NHBC in 2024, it accepted responsibility for further problems. These are: brickwork and stone damage chipping and staining, missing weep vent, damage to lawnmower, missing clips, and paint damage on gate.
- NHBC also offered to inspect the garden and wall paint damage Mr H has reported.
- Whilst it's disappointing to see further problems arise on such a long running claim, I'm satisfied the steps NHBC has agreed to take are reasonable.
- Given Mr H's experience to date, I would expect NHBC to take those steps promptly. That will include carrying out the inspection in the second bullet point and letting Mr H know whether that means NHBC will take responsibility for these problems. And preparing a schedule of work for all remaining problems NHBC is responsible for, followed by carrying out that work – or cash settling if Mr H wishes.
- I understand some of these steps may have been taken recently. Even if so, they don't fall within the scope of this complaint, so I won't consider them. Both parties should work together to seek a resolution. If an agreement can't be reached, Mr H is entitled to raise a further complaint about any issues not previously considered.

Repair to cavity tray

- Many years ago, NHBC accepted the cavity tray above the conservatory was defective and should be put right. It said a new tray should be installed horizontally. Despite attempts to carry this work out, I understand it remained uneven.
- When NHBC carried out further work in 2024, it intended to level the cavity tray. It later inspected the work and said some level variation remained. But overall, it thought it had fulfilled what it had agreed to do as the cavity tray was in an improved condition and no longer let water in.
- Broadly, the purpose of the NHBC insurance cover is to put right a defect to stop it

causing further damage – and repair the affected areas to a reasonable standard. That doesn't necessarily mean achieving a flawless finish.

- I haven't seen any professional opinion, or other evidence, to challenge NHBC's position. I understand the defect has been put right, so water no longer gets in. And the photos I've seen show a reasonable finish to the cavity tray.
- Based on the evidence I've seen, I'm satisfied NHBC has carried out a reasonable repair to the cavity tray and isn't responsible for carrying out any further work to it.
- Mr H says the nearby render strip isn't level. I don't think NHBC contests that. But it says this was the case as far back as 2017 – which photos support – and it wasn't raised as a possible defect as part of the claim. As a result, NHBC doesn't think it's responsible for carrying out work to the render strip.
- The render strip wasn't raised as a defect originally – the nearby cavity tray was – and it's too late to do so now. It's clear from photos that the render strip was uneven prior to any work. The recent cavity tray repair hasn't materially changed the render strip. In these circumstances, I'm not satisfied NHBC is responsible for carrying out work to the render strip.

Repair to living room ceiling

- After NHBC carried out work in 2024, Mr H said the ceiling finish was poor.
- NHBC inspected the ceiling and accepted there was some undulation visible in certain light conditions. It measured the deviation from flat and said it was within the limits it sets for contractors. So it didn't agree to carry out any further work.
- NHBC isn't required to achieve a flawless finish to the ceiling. It's accepted the finish is imperfect – but it's within the usual tolerance. And the photos I've seen show the undulation is slight and isn't readily visible for much of the time.
- Based on the evidence I've seen, I'm satisfied NHBC has carried out a reasonable repair to the ceiling and isn't responsible for carrying out any further work to it.

Claim handling

- It's not in doubt there has been further poor claim handling within the scope of this complaint. NHBC has accepted there's been delays – both in the repair work and its response to the subsequent problems. It's also accepted its communication has been lacking at times.
- NHBC has offered a total of £500 compensation for the distress and inconvenience this has caused. I'm satisfied that's a fair and reasonable amount in the circumstances – and bearing in mind the scope of this complaint. I've taken into account that this is a long running claim, which should have been resolved many years ago. And it's been the subject of many previous complaints, which has led to NHBC paying Mr H compensation on many occasions. This background means any further delay or poor communication is likely to be much more impactful.
- But I don't think Mr H is necessarily seeking more compensation – he'd simply like NHBC to resolve this claim and the associated repair work once and for all. Given how many years NHBC has been dealing with a relatively straightforward claim, I can

understand Mr H's position – it seems perfectly reasonable to me.

- So, as I've done before, I remind NHBC of its duty to handle the claim promptly and fairly and treat Mr H fairly and reasonably. I would expect it to keep this duty in mind, as well as the background noted above, when taking the next steps for this claim.

My final decision

I uphold this complaint.

I require National House-Building Council to:

- Take the next steps, as set out above, if not done so already.
- Pay a total of £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B and Mr H to accept or reject my decision before 25 February 2025.

James Neville
Ombudsman