

## **The complaint**

Mr W is unhappy with delays caused by National House-Building Council (NHBC) during a claim he made under his Buildmark policy for defects with his home.

## **What happened**

In 2023 Mr W raised various issues with his property to the developer. In January 2024, NHBC – the provider of his new home building warranty – took over responsibility for several issues, as the developer hadn't resolved them in line with its requirements.

The issue at the heart of this complaint is the apparent lack of cavity barriers around the windows and doors of Mr W's building, and delays on NHBC's part in arranging for further investigations or remediation.

Mr W has a separate complaint ongoing about NHBC's proposed claim settlement for various other issues, and the service he received between January 2024 and September 2024. This complaint relates solely to further delays to the progression of the cavity barrier issue between September 2024 and February 2025.

NHBC has accepted responsibility for delays to the progression of the cavity barrier issue. It has apologised and offered £500 compensation for this, as well as setting out its next steps. But Mr W feels more needs to be done.

An investigator considered Mr W's complaint but didn't think NHBC needed to do anything more than it had already offered to do in order to put things right.

Mr W didn't agree with the investigator. So, as no agreement has been reached, the complaint has been passed 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, while I appreciate it will likely come as a disappointment to Mr W, I've reached the same conclusions as the investigator. I'll explain why.

Firstly, I want to explain that while the claim has been ongoing since 2023, and under NHBC's responsibility since January 2024, I'm not considering the full timeline of events within the claim as part of this complaint. Instead, the issue I need to decide is whether £500 compensation is sufficient to put right any avoidable delays caused by NHBC during the roughly four-month period between 26 September 2024 and 3 February 2025.

It's not in dispute that NHBC did cause some avoidable delays during this period. These arose as a result of NHBC's failure to engage with the freeholder of the building about the need to erect scaffolding to investigate the cavity barrier issues. NHBC has acknowledged that it knew the investigations were to parts of the building the freeholder is responsible for and so it ought to have approached the freeholder much earlier than it did. And because it didn't, Mr W's claim has been further delayed.

The main reason for the delay is that the freeholder of the building (also the developer of the property) refused to allow NHBC to erect the scaffolding or investigate the issues because they wanted to do it directly – and because they felt checks they had carried out demonstrated that cavity barriers were, in fact, present. As a result of this, NHBC said it would appoint a fire engineer to verify whether or not there were adequate cavity barriers in place across the building.

It wouldn't be fair or reasonable for me to hold NHBC responsible for the freeholder's refusal to allow its investigations to progress. But given NHBC did unreasonably delay approaching the freeholder, it's clear the knock-on effect of this is a delay to the ultimate conclusion of Mr W's claim – which is understandably frustrating and distressing for Mr W. Particularly in the context of the wider claim, which has already been impacted by delays and communication issues.

That all being said, I'm limited to considering the impact of these further delays to Mr W within the period I've outlined above. And taking into account the issues I can reasonably hold NHBC responsible for, and the impact they had during the four months I'm considering, I think the £500 compensation NHBC has offered is enough to fairly put things right.

I also note that NHBC has committed to providing Mr W with a timeline for the claim and regular updates going forward. I think this is a fair and reasonable offer.

### **My final decision**

National House-Building Council has already made an offer to pay £500 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that National House-Building Council should pay Mr W £500 – if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 20 October 2025.

Adam Golding  
**Ombudsman**