

complaint

Mr D has complained about the way National House-Building Council (NHBC) managed his claim for creaking of the upper floors of his home, and with its communication throughout his claim.

background

Mr D bought a new build property which was covered by an NHBC Buildmark policy. Mr D reported problems with his property which the builder was initially responsible for under the builder's warranty section. But, in line with the NHBC guarantee section, NHBC took over responsibility for the claim from the builder when they failed in their reasonable opportunity to get the work done.

There is extensive background to this complaint which I won't revisit in detail. The key points are that since NHBC took over the claim there have been several periods of avoidable delay caused by NHBC and its agents. There have also been periods of poor communication, where Mr D has chased NHBC unsuccessfully for updates.

NHBC recognises that the level of service it has provided hasn't always been good enough. It has paid Mr D £500 for delays and service issues between December 2017 and February 2018 and £250 for delays and issues between November 2018 and February 2019.

Our investigator looked into Mr D's complaint and thought those amounts were fair to reflect the delays and frustration caused during those periods. But she also thought NHBC should pay an additional £250 for delays between February 2018 and October 2018. She also recommended that NHBC should ensure the tenders for the remedial work were returned within one month and that NHBC should arrange suitable alternative accommodation for Mr D and his family while the works were carried out.

Both Mr D and NHBC agreed that the additional compensation was fair. But NHBC said it couldn't commit to the timescales recommended by our investigator as elements were outside its control. Mr D also raised some concerns with the scope of works that NHBC had prepared. So because no agreement was reached the complaint was passed to me to decide.

Since my involvement further issues have arisen with the complaint. Mr D raised concerns with the scope of works and encountered further problems communicating with NHBC. There were also problems with arranging alternative accommodation for Mr D and his family. These issues resulted in Mr D's complaint being handled by senior managers within NHBC. In June 2019 NHBC wrote to Mr D apologising for the continued poor service and offering a further £500 compensation – which he accepted and which has been paid.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It isn't in dispute that things have gone wrong in the handling of Mr D's claim and his subsequent complaints. NHBC accepts things haven't happened as they should have done and that Mr D has been impacted as a result. NHBC has so far paid Mr D £1,250 to compensate for most of these issues, and it agrees that it should pay a further £250 in line with our investigator's recommendation.

As I understand it, Mr D and his family are now happy with the scope of repair works for their home and are living in alternative accommodation while the works are completed. NHBC has reimbursed Mr D for some expenses he has incurred and paid for three months' worth of further expenses related to the alternative accommodation. NHBC agrees that if Mr D and his family are required to be in the alternative accommodation for longer, further payments to cover those expenses will be made.

NHBC has also committed to offering Mr D a certain level of customer service moving forward, to recognise the issues he's experienced throughout his claim. It has provided a single point of contact for him to communicate with and that person has committed to responding to any communications within five working days – which is significantly shorter than required by its customer charter.

It's clear from everything that's happened that Mr D and his family have suffered significant distress and inconvenience as a result of NHBC's errors. But it's also clear that NHBC has fully accepted this and has taken steps to rectify the issues and to compensate Mr D for the trouble and upset he has suffered as a result.

Taking everything into account I think NHBC's offer to consider further reasonable expenses as they become due, communicate with Mr D through a single point of contact in line with the timescales it has committed to, and pay Mr D a further £250 compensation is a fair way to resolve his complaint.

my final decision

For the reasons I've explained above, I uphold Mr D's complaint.

National House-Building Council should:

- pay Mr D a further £250 for the trouble and upset it has caused him
- communicate with Mr D in line with the timescales it has committed to moving forward
- consider further payments for reasonable alternative accommodation expenses covered under the Buildmark policy if Mr D is required to remain in alternative accommodation for longer than the three months already paid for

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 August 2019.

Adam Golding
ombudsman

