

## **complaint**

Mr F complains that National House-Building Council (NHBC) caused inconvenience when it failed to complete repair works on his property, following a successful claim under the building warranty.

## **background**

Mr F made a claim on his building warranty in 2014 and NHBC completed works on the property to put this right. Mr F was unhappy with the time this took and complained to NHBC. It offered him £500 for the inconvenience caused by its delays and Mr F accepted this.

Mr F contacted NHBC again in November 2016 to explain that the previous repair works completed on his property had been unsuccessful. And the roof of his building was still leaking into his flat. NHBC agreed to put things right and investigated what the cause of the leak was – considering different remedial options to do this.

The investigation report for the damage to the property and Mr F's flat was completed in March 2017. The claim was accepted with a number of different options recommended for NHBC to do to correct the faulty roof. In June 2017 NHBC instructed independent consultants to assist with the claim. Contractors were appointed in late in 2017 and the repair work was scheduled to start in January 2018.

Mr F complained to NHBC in December 2017. He was unhappy with the time it had taken for NHBC to settle his claim and complete the repair works on his property. He'd let NHBC know earlier that year, his pregnant partner had moved out to alternative accommodation due to the condition of the flat, caused by the damage. And he'd lost the opportunity to be with her during this time.

NHBC said that although the policy excluded payments for inconvenience experienced during the process of claim being settled – as there will always be a level of inconvenience associated with this. It felt it had taken longer than would reasonably be expected. And to reflect this, it offered Mr F £500 for the delays experienced and inconvenience caused.

Mr F didn't think this was a fair amount to reflect the impact of the delays and brought his complaint to this Service. Our investigator looked at Mr F's complaint and said she didn't think what NHBC offered was fair and it didn't reflect the impact of its delays on Mr F. She felt it should increase its award by a further £750, taking the total to £1,250.

NHBC agreed to her recommendation but Mr F didn't feel this was enough. He said the repair works still hadn't been completed in May 2018, after he'd brought the complaint to this Service. And this together with all the time which had already passed and the impact the works have had on him means he didn't think £1,250 was fair. Because of this the case has been passed to me for a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've decided to uphold this complaint, for much the same reasons as our investigator and will explain why.

NHBC has explained that it doesn't provide cover for inconvenience experienced during the process of a claim being settled. But this doesn't take away from its responsibility to handle claims promptly and fairly.

Mr F first contacted NHBC in November 2016 to let it know the repair works it had previously completed on his property hadn't worked – and the roof was still leaking. NHBC agreed it needed to look at this again and by March 2017 it had completed its report on the work needed. It later sought the opinion of independent consultants to assist with deciding what work would be best to fix the issue.

I understand why NHBC needed to seek advice on the best options available to make a lasting repair to Mr F's roof. And that this could mean a claim would take longer to settle. But it needed to do this promptly and avoid any unnecessary delays with this. It completed the report in March 2017 and instructed the independent consultant's advice in June 2017. However, I do think it should've considered this sooner and I'm unsure why it took a number of months after this to arrange the contractor to complete the work needed.

When Mr F contacted NHBC to complaint in December 2017, the repair works hadn't started on his property. And he was still waiting for these to commence when he later brought his complaint to this Service in January 2018. These were still outstanding in May 2018 and not completed until August 2018.

While waiting for the repairs to be completed, Mr F took time off from work and made sure he was available to let contractors in. While this level of inconvenience can be expected when repair work is needed, I don't think it's acceptable to expect the repair work to take as long to arrange and complete as it has especially when thinking about the impact this was having on Mr F and separating him from his partner.

Mr F let NHBC know that his partner was pregnant when waiting for the works to be completed. And as a result of the leak, she was going to have to move out until the work was finished. I don't think this level of inconvenience is fair or expected. And I don't think NHBC has demonstrated that it took account of this in the actions it took to try and arrange the repair works sooner.

Our investigator said she thinks an additional award of £750 would be fair for this complaint. This is in addition to the £500 NHBC had already offered, taking the total to £1,250. I think this is a fair amount for the level of inconvenience I think NHBC has caused and the impact this has had on Mr F. It recognises that he has been significantly inconvenienced as a result of its actions and I feel this is a fair amount to reflect this.

While I have mentioned the time it took for the work to finally be completed, I haven't taken account of these additional delays when deciding the £1250 is fair. These delays happened after NHBC issued its final response and it wouldn't be fair to take away its opportunity to respond to Mr F's concerns about these additional directly. Should Mr F wish to raise this as a new complaint with it he will need to do so separately.

**my final decision**

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

National House-Building Council should pay Mr F an additional £750 on top of what it offered him in its final response in December 2017 – taking the total award to £1250.

If it hasn't already paid the £500 from the December 2017 response, it should now pay the full award on receipt of Mr F's acceptance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 19 December 2018.

Thomas Brissenden  
**ombudsman**