

complaint

The Homeowner complained about their building warranty provider National House-Building Council (NHBC). Having bought their property they found a number of issues with it, and continued to do so over the coming years. NHBC agreed to resolve some issues but not others, and The Homeowner remains unhappy with its replies.

background

The Homeowner's house was built in 2013/2014. When it was completed NHBC issued a warranty for it. That was February 2014.

The Homeowner contacted NHBC about various problems they'd found with their home. NHBC agreed that some issues amounted to defects, but not others. The matter rumbled on over an extended period with The Homeowner ultimately complaining to us as they were unhappy about what NHBC had said it was and wasn't liable for. The Homeowner's initial concerns were decided upon by one of my ombudsman colleagues but when The Homeowner made a further complaint (with NHBC having issued three final responses, made a settlement offer and paid £400 compensation for upset caused), that came to me. I noted that The Homeowner's concerns dealt with a number of issues and that our jurisdiction to consider complaints about activity undertaken by NHBC is limited. I, therefore, considered and decided upon which parts of The Homeowner's complaint I could issue findings on.

In short, I told both parties that I can and will consider:

- NHBC's liability under section 1 for all issues detailed in the pre-completion work list.
- NHBC's liability under section 2 for cavity wall insulation, fans – including NHBC's settlement for this issue, the kitchen being cold – including NHBC's settlement for this issue;
- NHBC's decision to refuse cover/liability for the firewall, creaking ceiling and burst pipe, stairs creaking;
- The content and reasonableness of the November 2017 settlement offer.
- How NHBC handled the matter after 16 June 2017.

Both parties then provided some further comment for my consideration, and NHBC provided further evidence. I considered all that, as well as reviewing the relevant evidence already held, and made a provisional decision on the parts of The Homeowner's complaint I'd said I could consider (as summarised in the bullets above).

In short I recommended that NHBC provides settlement for resolving the issue with the fan in the kitchen and replacing a wooden panel. I also thought it should pay The Homeowner £100 compensation.

NHBC said it accepted my findings. It said it proposed to provide a cash settlement for these items paid against a quote from The Homeowner to show what the cost to them will be for completing these two specific pieces of work.

The Homeowner was unhappy with my findings. They said the warranty had been issued in February 2014 not July 2014 as my background had stated (I've now changed this). They said They felt my approach was wrong and needed reviewing as their concerns about the property, which they'd drawn to our attention throughout their complaint, particularly in respect of the firewall, equated to a serious risk to life.

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 am sorry my provisional findings upset The Homeowner, and I can assure them that I have not at any time sought to dismiss or diminish their complaint. But as I've explained in my previous jurisdiction decisions, my remit, in terms of what parts of their concerns I can assess, is limited. This service is also not the regulator for either the insurance or the building industry. So whilst I know The Homeowner is concerned about NHBC's practices, as explained in previous decisions, I can't comment on that. Nor does such an accusation give me extended powers to assess parts of their complaint that are otherwise, as explained in previous decisions, outside of my jurisdiction.

I've set out my key provisional findings below. I've interspersed them with The Homeowner's replies and my final findings. With regret for the further upset I know this will cause The Homeowner, my view on their complaint has not changed.

I said provisionally:

"Section 1

I explained in my previous decision why I felt able to consider The Homeowner's complaint that NHBC should provide settlement to them under section 1 of the policy. In short, The Homeowner has been given a list of works that NHBC had determined needed to be done during the course of the property's construction. I've previously referred to this as the "pre-completion worklist" but, to be clear, that is a title I've ascribed to it for ease of reference. When it was shared by NHBC with The Homeowner it had no title. The Homeowner thinks the work detailed in this list was never completed and NHBC should now undertake it due to the cover afforded by section 1. The Homeowner thinks that many of the issues set out in the list are causing the problems they have been experiencing with their home, including issues claimed for and declined by NHBC under either section 2 or 3 of the policy or both. NHBC says there are a number of reasons why a claim under section 1 should fail. Notably for me, it's explained how the list of work came about, and that no deadline for completion of this work was given.

The policy says (NB: throughout I've been referring to the "developer" of The Homeowner's property whereas here NHBC uses the term "Builder"):

"We will pay you the Cost of any work that (before the date of Completion and at our sole discretion) we instruct the Builder to do to complete the construction of your Home and that the Builder does not complete in a workmanlike manner and in accordance with NHBC Requirements within the time set by us."

So for me to say NHBC has any liability under section 1 for any work set out in the pre-completion list, before I even get to the point of considering evidence about what is or isn't outstanding, I have to be satisfied that NHBC:

- *Instructed the developer to do work to complete the construction of the property; and*
- *That the instructions weren't completed within the deadline set.*

In respect of The Homeowner's home NHBC was not in control of it being built. NHBC's sole interest was to undertake inspections in order to determine whether it was willing to bear the risk of offering its warranty for the property. So when NHBC set out a list of work for the developer of The Homeowner's home to complete, it did so in respect of ensuring the risk it was looking to take on was agreeable to it. It did not do so with a view to ensuring the developer completed the construction of the property. Nor did NHBC set a deadline by which the work it said was required needed to be done.

So with regret for the upset I know this will cause The Homeowner, I'm not prepared to give further consideration to their request for NHBC to be made to settle for certain works by reason of the cover afforded by section 1 of the policy. That is because it is my view that the pre-completion work list does not amount to an instruction by NHBC for the developer to complete the construction of the property by a certain deadline. As such the claim under section 1 fails."

The Homeowner said they feel I've manipulated the policy wording to NHBC's advantage. They said they feel that where any timeframe is referenced in respect of a house being built, it is implied this will relate to activity before the build is complete. So The Homeowner thinks it isn't fair for their claim to fail under section 1 merely because NHBC didn't specify a timeframe beyond that which was always implied. The Homeowner conceded that NHBC was not in control of the build of their property but said this doesn't absolve it from responsibility – it was assessing the risk at the property so, The Homeowner said, it had a legal and moral obligation to ensure the property was safe. And they have call recordings which evidence it wouldn't offer a policy where something like a firewall is missing.

I have applied the policy wording as I am required to do in a complaint such as this. In compiling the work list in question NHBC was not instructing the developer in respect of completing the build of the home, rather it was telling it what was needed for it to provide a warranty. So I'm satisfied that the cover under section 1 isn't available to The Homeowner in the circumstances here. And, whilst I fully understand that The Homeowner is concerned about how NHBC acted in respect of the pre-completion/pre-warranty checks that it did, I've previously explained that the rules which I have to abide by mean I can't consider this non-regulated activity. I understand that this is an extremely important and worrying issue for The Homeowner and I'm sorry my findings, which don't generate the positive outcome they were hoping for, have caused and will cause them further upset and distress. But I remain of the view that NHBC is not liable to The Homeowner under section 1 of the warranty.

My provisional findings continued with consideration about issues related to section 2 of the warranty:

Section 2

I said provisionally:

"cavity wall insulation

NHBC had told the developer in a resolution report in 2016 to "rectify and replace any missing insulation" and this was not done by the deadline set of 30 September 2016. But I note that the report also referred to this being missing insulation and air ingress as identified by the thermal imaging report undertaken in March 2016. I've considered that report and it does not identify any issues with cavity wall insulation. And the insulation issues that are identified, are included in NHBC's 2017 settlement offer. I know The Homeowner

feels the house is cold and that cavity wall insulation must be missing, but I've seen no evidence either of this or of NHBC being liable for such under section 2 of the policy."

The Homeowner said they'd shown previously that there was cavity wall insulation missing and had offered to provide further evidence in this respect. They feel I'm not clearly representing all of the available information.

I know The Homeowner feels that many of the issues at their home are interlinked and they'd like everything reviewed in light of that. But I've explained before I can't do this. NHBC's liability under section 2 of the policy for resolving cavity wall insulation rests solely with any issues found or identified in the thermal imaging report it commissioned. The Homeowner has seen a copy of that report; it identifies a number of issues causing and allowing heat seepage from the home. Upon review I note this does include an issue with insulation potentially missing from a wall in the front bedroom. But this is the only reference I can see to anything that might relate to missing cavity wall insulation. And, as I explained in the section of my provisional findings entitled '*kitchen is extremely cold*' NHBC's 2017 settlement offer took into account *all* the causes of heat seepage identified by the thermal imaging report. I'm not persuaded NHBC has any further outstanding liability in this respect, so I'm not going to direct it to do anything more.

My provisional findings on section 2 continued:

"fans

The Homeowner has a lot of issues with the fan system in place at their property, and they believe NHBC has offered an amount for resolving these issues within its 2017 settlement. But they are unsure how it could do that when it has never got to the heart of what system they actually have at the property. Whilst I don't wish to cause The Homeowner further upset, I don't think NHBC is offering to resolve all their concerns about the system as a whole. NHBC, in its settlement offer said specifically that it accepted liability for the following:

"Fan to kitchen blows out then gets taken in via other fan, and is weak".

But I note that when NHBC showed us the breakdown for its offer, there was no work detailed therein which would resolve this issue. So the monetary total of its settlement offer did not include a cost for this work. I know NHBC now says its offer of settlement for this issue was a mistake, which is why a cost for it was not included in its schedule of works, but I think it's a bit late in the day for that argument to reasonably be given any weight. NHBC set out very clearly in its final response of November 2017 what it accepted it was and wasn't liable for. It said it accepted liability for this single issue regarding the kitchen fan. I think NHBC reasonably has to make an additional payment to resolve this issue. To date though I've not seen any estimate detailing what this would entail or cost. I'll consider proposals in response to my provisional findings. Or, if none are forthcoming, my final decision will include a direction for this to be resolved."

The Homeowner said I need to take into account the back story of this issue, the errors NHBC made during its assessments undertaken as part of the resolution service. They said they can't currently get a quote for this work.

I've explained previously that I can't consider everything The Homeowner would like me to in respect to the concerns they have about the ventilation fan system in place at their home. I'm not going to go over that again here. NHBC offered to resolve the issue of "*Fan to*

kitchen blows out then gets taken in via other fan, and is weak". But the 2017 settlement offer it made didn't allow for that work. It reasonably owes The Homeowner a settlement in this respect. I realise it will be difficult for The Homeowner, at this time, to obtain a quote for this work but, once They are able, they can forward it to NHBC.

My provisional findings on section 2 continued:

"the kitchen is extremely cold

The Homeowner believes a heater is needed in the kitchen. NHBC assessed the kitchen and accepted some further work was needed to bring the room in-line with its technical requirements. It says it included the cost of this work in the cash settlement set out in the November 2017 final response. But it said it doesn't agree with The Homeowner that a heater is needed.

On reviewing the file I note that the developer has actually offered to fit a heater for The Homeowner. But they believe that alone won't resolve the problem – particularly as insulation will need to be removed from under kitchen units to fit the kickplate heater. The developer offering to fit a heater, in my view, reasonably absolves NHBC from any liability it might otherwise have for that issue. But I still need to look at the other repairs suggested for the kitchen.

The thermal imaging report found cold spots in the house; largely at the front of the house where the kitchen is situated. The settlement NHBC offered of £1,741 takes into account the work recommended in the thermal imaging report felt necessary to resolve the cold spot issues, not just those in the kitchen. I know The Homeowner feels that removing the insulation from below the kitchen units will allow further drafts into the home, but I've seen no evidence of that. Hopefully resolving the cold air ingress issues, as identified by the thermal imaging report and allowed for by NHBC's offer of settlement, along with installing the heater as offered by the developer, will improve the temperature in the kitchen. I certainly see no reason why it wouldn't and I don't think that it is unfair to try and resolve the matter in this way.

For the avoidance of doubt I think the sums NHBC has allowed for this work are reasonable. I've seen nothing from The Homeowner that makes me think it will cost them more to do that work."

The Homeowner said I clearly didn't understand that fitting a kick-plate heater with insulation stuffed under the cabinets and no firewall, would present a real risk to them and the property. They said I'm not linking issues together as they've stated time and again I should do, because there are issues with the thermal imaging report and issues causing heat loss that aren't included in it.

I didn't say that in order to resolve matters, the heater should merely be fitted. I said that the programme of works as a whole should prevent the heat seepage/air ingress at the property, thus meaning the insulation under the units is no longer needed, which could allow the heaters to be fitted. This, as a package, as far as the issues that I can consider are concerned, should resolve the issue of the kitchen being cold. If the kitchen remains cold, then that may well be caused by issues which I can't consider as part of this complaint.

My provisional findings continued with consideration being given to NHBC's decision to refuse cover/liability for certain issues:

NHBC's decision to refuse cover/liability

I said provisionally:

"firewall

The Homeowner says one side of their loft doesn't have a firewall, and the local council have told them there should be one. NHBC has said that if this is a defect it wasn't identified to it or the developer within the first two years (which ended in 2016). Regarding the part of the warranty for cover in years three to ten, NHBC says there is no cover in this respect for this issue because there is no damage.

The Homeowner has recently told us that they only became aware of this issue in 2018, at which point they drew it to NHBC's attention. But NHBC and The Homeowner were discussing and considering the firewall issue long before that. I say that as it is mentioned in NHBC's May, June and November 2017 final responses. I noted in my previous jurisdiction decisions that The Homeowner had said this was first identified as a problem in January 2017.

Unfortunately for The Homeowner, whichever of the two dates they have given is used, and whilst I know this is a serious concern for them, I can't reasonably say NHBC's position is unfair. The warranty does not offer cover for every defect whenever it's found. And that is regardless of the fact that the homeowner, and beneficiary of the policy, is not usually an expert in building matters. Cover for defects only operates where the issue is drawn to the developer's attention during the first two years of cover. Here that ended in 2016. If a defect, in certain parts of the house's structure, causes damage, and the damage is drawn to NHBC's attention in years three to ten of the warranty, then NHBC will be liable for resolving the damage. But the absence of a firewall, assuming for a minute that is a defect which the cover in years three to ten would respond to, is not causing damage. I don't intend to make NHBC resolve this issue."

The Homeowner clarified that it was 2018 when they had received expert confirmation in respect of the firewall, and this had come from a surveyor. They said they felt it was telling that I had neglected to mention the surveyor's involvement. The Homeowner thinks it's unfair that reliance is put on this issue not being identified by them in the first two years because they think NHBC was aware of it the whole time, since before the property was completed. They said this is a serious issue and it wasn't fair to minimise it by merely assessing it against the policy terms.

I can assure The Homeowner that I know this is a very serious issue for them. But a matter being serious doesn't mean I can reasonably ignore the terms of the warranty in place. Whilst this service operates under a fair and reasonable remit, that applies equally against both the complainant and the respondent. Our starting point is always the terms and conditions of cover. From there if there have been failures by a respondent that give us good cause to make it act outside of the policy then our findings and award will reflect that. But here I've not seen any good reason which would allow me to fairly and reasonably find that the policy requirements should be set aside. I'm satisfied that NHBC's view that the claim for the firewall isn't covered under either section 2 or 3 of the policy is fair and reasonable.

My provisional findings continued:

“creaking ceiling and burst pipe

A pipe in a ceiling burst and The Homeowner felt this was related to a creaking noise they'd been hearing for a long time and had told the developer about. When they fixed the leak they discovered the wrong type of pipe had been used. They think this means that the pipework at the property as a whole is likely to be defective. NHBC said it couldn't look at this as a potential defect under section 2 because it didn't think it had been reported to the developer in the first two years of cover, and it wasn't reported to it until after that time. It also declined liability under section 3.

The Homeowner reported to the developer that the heating was banging and noisy, and NHBC investigated. But The Homeowner says what they meant was that the whole system; boiler and pipes was noisy, which they felt means the creaking ceiling was identified too. I'm not persuaded that I can reasonably say that is the case. I've seen the original snagging list prepared after The Homeowner bought the property. Whilst it does include “heating banging and noisy”, it doesn't refer to the ceiling creaking. I know that following investigations by their home insurer it was determined that a leak which had occurred in the area the ceiling was creaking had resulted from the wrong type of pipe being used. But it seems this defective installation was only discovered around the time the two-year defects period expired and I don't see that it was drawn to the developer's attention at that time. I know the creaking noises at the property continue and The Homeowner is very concerned that this might mean there are other problems with pipework yet to be discovered – but I can't currently fault NHBC for saying the issue of the creaking noise, including the defective pipe, isn't covered under section 2.

NHBC hasn't been entirely clear as to why it declined liability under section 3 of the policy. In terms of the ceiling creaking, that aspect, if it were thought to be a defect covered by section 3, was not causing damage. And damage is required for section 3 to apply. The leak which occurred was damage but this wasn't caused by the creaking ceiling. In respect of the leak, I think NHBC believes its position was prejudiced by The Homeowner completing work without giving it a chance to look at the pipework they had concerns about. I can understand that NHBC would have concerns in this respect, but I also understand why The Homeowner had to do the work. And I see their home insurer has explained what it found when completing repairs. I think that it's reasonable to rely upon those findings.

The home insurer found that the leak, and the damage which resulted, had been caused because a piece of inlet pipe had been used as part of the heating system when it shouldn't have been. On this basis it concluded that piece of pipework equated to a defective installation. So, in simple terms, a defect (incorrect pipework) caused damage (a water leak). Damage caused by a defect is covered under section 3. But the cover is limited – it doesn't apply to any and all defects which cause damage.

Having considered the policy, section 3 would not respond where damage has been caused by defective pipework. The list of defects is clear and the only reference made which could be seen as referring to pipework is regarding below-ground drainage. That is not relevant to the issue in question here.

Whilst I'm sorry to disappoint The Homeowner, I think it was reasonable for NHBC to say there was no cover available for either of these issues under either section 2 or 3.

But I think I should be clear at this stage – even if I change my mind on this, there’s nothing that would allow me to reasonably say NHBC should now check all of the pipework at The Homeowner’s home. The policy only requires NHBC to respond to specifically notified defects or instances of damage caused by defects – just because one defect is found doesn’t mean the whole installation is likely faulty, and just because one instance of damage has occurred, NHBC doesn’t have to act to prevent the possibility of any similar damage occurring in the future. As I understand it the defective piece of pipe was replaced and the water damage was resolved – so there is nothing left for NHBC to do.”

The Homeowner said they feel that I’ve failed to review all of the evidence which links everything together. They think I’ve twisted their words to make it look like they don’t have a claim. The Homeowner said they think I’ve contradicted myself as whilst I’ve acknowledged NHBC had a chance to check the pipes, I’ve referred to NHBC having accused them of having prejudiced its position by repairing the leak before it had the chance to assess the incorrect pipework.

I’ve explained before that I can’t link all the issues The Homeowner has been concerned about together. But I have considered everything that has occurred regarding this issue. In doing so I’ve taken The Homeowner’s testimony and the evidence of what they have told NHBC and the developer, at key points, at face value. I can assure The Homeowner I have not set out to twist their words or to pick from them in an effort to achieve a pre-conceived outcome for this complaint. I haven’t contradicted myself. I noted that NHBC had a chance to check the pipework in the early stages of the claim and that later, when a leak occurred, it felt The Homeowner had prejudiced its position by not letting it see that particular piece of pipework which had caused the leak. But I concluded that The Homeowner had not been caused any prejudice. The Homeowner’s comments in reply haven’t given me cause to change my provisional findings.

My provisional findings in this section about the issues which had been refused concluded with consideration about the staircase at the property:

“stairs creaking

The Homeowner told NHBC the stairs were creaking and, later, that they’d come away from the wall. NHBC said the matter hadn’t been reported to it or the developer in the first two years, so there was no cover under section 2. It said there might be cover under section 3, but the cost of repair was less than the mandated minimum claim value, meaning the claim was not valid and it was not liable for resolving the issue.

I accept that The Homeowner did identify an issue with the stairs to NHBC in the first two years of the policy. But that was that they were creaking at the top. Much later – into 2018, in so far as I can tell from the file details – The Homeowner said the staircase was moving and coming away. They provided three reports that identify issues with the structure of the staircase, these show it is made poorly, from inappropriate materials and is not capable of bearing loads.

I think the reports show a defect with the stairs as a whole. But that was not identified to NHBC or the developer in the first two years of the policy. The Homeowner having noted what might be seen as a symptom of the defect in 2015, that there was creaking at the top, is not the same as the defect itself being identified and drawn to the developer’s attention. And that is what the policy requires for cover under Section 2 to apply.

When The Homeowner found the creaking of the staircase was being caused by a deeper routed problem they obtained a cost for repair. It is telling that the contractor felt the issue could be repaired. He quoted £996 to do so and this included fitting support batons to minimise movement of the staircase. The Homeowner has said the problem actually requires replacement – but I think that is suggestive of the problem having got worse over time – if the contractor had felt a repair wasn't possible or a safe remedy then he wouldn't have quoted for such. The sum for this work fell below the minimum claim value of the policy. So NHBC's response that the matter wasn't covered by section 3 was fair and reasonable. The fact that repair costs later increased and then The Homeowner looked at the cost for replacement which was higher again, doesn't change the fact that the cost for repairing the initial damage reported to NHBC fell within the minimum claim value required for cover under section 3 to apply. I don't intend to make NHBC resolve this issue."

The Homeowner said the stairs were reported in time; period. And that all their evidence shows the stairs were never fit for purpose from the time they were installed. They'd originally asked a joiner to provide a repair cost but he wasn't a stair expert.

I understand from The Homeowner's reply that they are dissatisfied with my references to and reliance on what the NHBC warranty covers. However, the warranty is the core basis for my assessment as it is the agreement that exists between both parties setting out what each is obligated to do and/or entitled to receive. It is quite specific. For there to be cover for a defect, the defect has to be notified within the period set. It isn't sufficient for a policyholder to draw attention to an issue which is only a symptom of a larger, as yet unknown defect. And to later, once the defect has been notified, evidence that the defect has been there all along. Whilst The Homeowner asked the joiner for a repair cost and he, they say, is not a stair expert, I wouldn't expect any professional trader to offer to repair something if they either felt it was beyond their capability or would equate to sub-standard work. My provisional view on this issue has not changed.

I continued in my provisional findings to look at the settlement offer NHCB made in 2017:

"November 2017 settlement offer

I've mentioned this already above in respect of the kitchen being cold and the problem with the kitchen fan. The settlement was also said though to cover the finish of the stair handrail, loft insulation (which is part of the thermal imaging recommendations mentioned in my commentary above about the kitchen being cold) and the garden path flooding. I've seen the breakdown schedule provided by NHBC and work for resolving these issues is included. I think that for these issues, the settlement is reasonable. And I've seen nothing from The Homeowner to show that they will have to pay more than the sums allowed by NHBC for this work.

As also mentioned above, other work identified in the thermal imaging report also forms part of this schedule and cost. Those costs also seem reasonable.

But the settlement is also meant to cover:

- *"Wooden panel underneath sink to be replaced and original base put in place".*

This work is not detailed on the schedule that NHBC provided which shows the work it has agreed liability for totals £1,741. However, I've seen some comments on the submissions that make me think NHBC was undertaking this piece of work. If so, it won't have to pay for it

as well. If this work hasn't been done, I'll consider proposals for the cost of it in response to my provisional findings. Or, if none are forthcoming, my final decision will include a direction for this to be resolved."

The Homeowner said they disagreed with my findings about the settlement offer being fair. They said they'd provided detail about this before.

I understand The Homeowner's frustration. I also understand from their previous submissions that they think the settlement offer simply doesn't go far enough to deal with all of the issues at their home. I don't doubt that. But my focus here was on whether it was fair and reasonable in light of what it was purporting to offer costs for. My view on this remains unchanged.

I continued in my provisional findings to look at The Homeowner's concerns about how NHBC had handled matters since the middle of June 2017:

"Post 16 June 2017 handling by NHBC

As of 16 June 2017 certain works were outstanding, whilst NHBC was prepared to do this work, The Homeowner had asked for it to be put on hold. The Homeowner continued to discuss with NHBC the concerns they had about problems they had identified with their home which NHBC wouldn't accept liability for resolving. NHBC then issued its final response on all the outstanding issues in November 2017, complete with the offer of settlement. It wasn't minded to pay compensation for anything which had occurred since its previous final response issued on 16 June 2017.

I think NHBC generally handled things fairly at this time; The Homeowner's emails were responded to in a mostly timely manner. Into August and September the time for replies to be made from NHBC became more drawn out, but in the complex circumstances of this claim I'm not persuaded it was unfair for NHBC to take time to consider its position before replying.

That said, I think NHBC did fail The Homeowner in a couple of ways at this time. NHBC didn't answer the concerns The Homeowner had raised with it about the firewall – and the position it had left this issue in at the point of its final response in June was that it was to be looked into. When NHBC's point of contact for The Homeowner told them that following their email communication that all of their concerns had already been answered, I accept this was frustrating for them. I also see that NHBC was to find out some information for The Homeowner from the developer about a previously reported leak. This information was sought but I can't see it was ever communicated to The Homeowner. And the point of contact The Homeowner had been dealing with, passed it over to someone else and went on holiday without checking to see that the information was or had been passed on. Again I can understand why, in the particularly drawn out and complicated circumstances of this claim, that was frustrating for The Homeowner. I think NHBC should pay £100 compensation."

The Homeowner said they felt I'd said it was fair for NHBC to have delayed and had, therefore, taken NHBC's side. They said they felt NHBC had caused delays with a view to making them give up.

If I felt NHBC had acted in that way I would have said so. I fully understand why The Homeowner thinks this is what occurred – but it isn't what I see from the email and file details from the time. And I've explained that I think there were flaws with the way

The Homeowner's claim was handled during this period, and that those failures caused her upset. I accept, in this situation, that warrants a compensation award. I remain of the view that £100 compensation is fair and reasonable in the circumstances.

Finally in my provisional decision, I provided a summary of my provisional findings:

“Summary

Insofar as I've previously explained I am able, I've reviewed everything the parties have provided. Having done so, I'm not persuaded in respect of most of the issues considered to make NHBC do anything more. I know The Homeowner feels very strongly that there are many issues at their home which NHBC is or should be liable for. To the extent that I've been able to assess their concerns, I find I'm unable to agree that is the case. Although I have found that, in respect of the kitchen fan, the wooden panel and compensation, NHBC should provide some further remedy.”

The Homeowner said that the awards I'd recommended were minimal compared to the problems at their home that they believe NHBC is liable for, which they'd complained to it and us about. They said I may as well not make the award. As noted above NHBC said it agreed to my awards and it confirmed how it intends to implement them.

As I said at the start of these findings, I understand this is upsetting for The Homeowner. I also understand how important it is for them to see their home and asset restored so it isn't suffering from the defects and/or damage they've complained to NHBC and us about. I recognise that my awards don't do that. But I am satisfied that NHBC is liable for resolving these two repair issues and paying £100 compensation. Therefore, it's still appropriate for me to make this award and The Homeowner can then choose whether or not to accept my final decision.

my final decision

I uphold this complaint in part. I require National House-Building Council to:

- provide settlement to resolve the issue with the kitchen fan;
- if the issue of the wooden panel has not been resolved, to provide settlement for this;
- pay The Homeowner £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask The Homeowner to accept or reject my decision before 16 May 2021.

Fiona Robinson
ombudsman