

complaint

Mr and Mrs E are unhappy with the way that their claim to National House-Building Council (NHBC) under their building warranty continued to be progressed.

background

Mr and Mrs E contacted NHBC to make a claim in January 2018. This was after their noticing water damage to their home. NHBC accepted the claim and appointed builders to carry out repairs to the waterproofing. The assessment work to the render commenced in July 2018, and further work to the basement and lounge continued.

Mr and Mrs E made a complaint about the delays in carrying out the investigation and preliminary works. In a final response letter of 25 July 2018 NHBC accepted that there had been delays and offered compensation of £250. They referred their complaints to this service and after review our investigator said that he thought NHBC had acted fairly and offered reasonable compensation up until the date of the final response letter.

Mr and Mrs E accepted that but then informed us that they had further issues to raise which hadn't been dealt with by NHBC and after the date of the final response letter up until the completion of the works on 23 October 2018. In particular they told us they'd had to cancel a holiday and pay a cancellation fee because they felt they had to be present to ensure that the works were carried out properly. And they didn't want to delay further progress of the repairs.

NHBC said it had acted reasonably after the initial delays and offer of compensation. It pointed out that the works were completed on time after they had started. It said it wasn't liable for Mr and Mrs E's holiday cancellation costs.

On referral to this service our investigator thought that NHBC had acted reasonably and didn't recommend any further compensation. He didn't think that NHBC should pay their holiday cancellation costs.

Mr and Mrs E disagreed and the matter has been passed to me for further consideration

my findings

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

delays

An assessment of required render work to the home was carried out in July 2018, finalised on 1 August and passed to NHBC and the builders on 7 August to review and approve the work. Approval was given on 30 August. Whilst I appreciate that Mr and Mrs E were concerned because of previous delays I think this was a reasonable length of time to approve a work schedule and costs. Following that Mr and Mrs E advised that they would be on holiday for three weeks in September. So it was agreed that the work would begin from 1 October. Mr and Mrs E, and their neighbour had to agree colour choices for the render. The builders also had to wait for the renderer's availability. It was then confirmed that the work would be completed on 23 October. I understand that completion took place on that day to all parties' satisfaction.

Mr and Mrs E also complained of delays to work in other areas of the home, the basement and lounge. I bear in mind that any previous delays were dealt with in the previous complaint. I see that the lounge was completed on 8 October. And having reviewed the documents I can't see that there were any further delays in completing the basement.

I understand that Mr and Mrs E undertook some minor tasks themselves, like painting. That was their decision and I can understand that they were anxious for the repairs to be completed. Mrs E also says she had to do project/on-site management herself. Again whilst I understand she felt she had to do it, this sort of work wouldn't usually be overseen on a day to day basis.

Mrs E also says she was told the repairs would be completed in two weeks but in fact took seven weeks. The job summary dated 19 June 2018 anticipated at least five weeks so I don't think the actual time taken to complete the repair was unreasonable.

I think NHBC and its contractors acted reasonably after 24 July in completing the repairs.

holiday cancellation

Mr and Mrs E had booked a short break of four days between 19 and 21 July. They booked it on 18 June and could have cancelled up until 11 July without charge. They chose to cancel after that date so incurred the cancellation cost.

Mr and Mrs E have sought the repayment of that cost from NHBC. It pointed out to them that the warranty doesn't allow for that sort of cost. But I can consider whether NHBC's conduct of the claim effectively forced Mr and Mrs E to incur that cost. I believe they decided not to travel because they didn't want to delay the completion of the work. I think that was their decision – I don't think from the evidence I've seen that it was forced on them. As the break included a weekend a maximum of two working days would have been lost. I note that Mr and Mrs E's complaint about the initial delays was made in May 2018. And later NHBC was willing to work around their planned holiday in September.

I don't think that NHBC is liable for Mr and Mrs E's holiday cancellation costs.

overall

I can understand that Mr and Mrs E felt that the matter dragged on after they had complained and that their previous experience would have made them more anxious that the repairs be completed as soon as possible. But I'm satisfied overall that following NHBC's offer of compensation for delays in July 2018, it completed the necessary repairs adequately and within a reasonable time.

my final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs E to accept or reject my decision before 1 March 2020.

Ray Lawley
ombudsman