

The complaint

Mr P complains about the way National House-Building Council (NHBC) has handled a claim he made under his new home warranty.

What happened

The circumstances aren't in dispute, so I'll summarise the background:

- Mr P bought a home that was covered by a ten-year NHBC warranty. He noticed a number of issues and raised them with the builder. Some work was carried but Mr P didn't think all of the issues had been resolved, so he referred the matter to NHBC. It took responsibility for some of the issues and has been taking steps to resolve those issues since.
- A number of complaints have arisen and been referred to this Service. The last of which was resolved in April 2023. NHBC offered to resolve the outstanding matters from the Resolution report by way of a cash settlement. It also said the builder had agreed to put right the damage it had caused. Mr P agreed to these offers.
- Soon after, a further complaint arose and NHBC responded in August 2023. In summary, it said:
 - Surveyor's invoice – NHBC had previously reimbursed 50% of a surveyor's invoice Mr P paid as directed by a final decision from this Service. Mr P asked for the other half to be paid. NHBC didn't agree to do so.
 - Door frames / fire doors – NHBC agreed to cover these items.
 - Other damage – Mr P said some damage had been caused by the builders during repairs. NHBC said the builder had already agreed to resolve this damage, so it was a matter between Mr P and the builder.
 - Compensation – NHBC offered £200 for any distress and inconvenience caused since April 2023.
- NHBC went to make an offer to settle the doors. Mr P disagreed and complained. NHBC responded in September 2023 to maintain its offer was reasonable.
- Our investigator thought NHBC's settlement and compensation offers were fair and didn't ask it to do anything further beyond making the payments.
- Mr P disagreed and asked for this complaint to be referred to an Ombudsman.

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.

- The scope of this complaint is the claim events between April 2023, when NHBC and Mr P reached agreement on a way forward with the claim, and September 2023,

when NHBC provided its latest complaint response.

- I can't reconsider any complaints or events prior to that time as they've already been resolved, some with final decisions.

Surveyor's invoice

- A previous final decision considered the matter of the surveyor's invoice and found NHBC should reimburse 50% of the cost. NHBC has done that. As this matter has already been considered and a decision made, I can't reconsider it.

Door frames / fire doors

- In August 2023, NHBC agreed to cover both of these items. It prepared a schedule of work for the doors, which NHBC valued at £1,444.66, including VAT. It shared the schedule with Mr P and offered him this amount to settle this point.
- I haven't seen any professional opinion to suggest this schedule of work and/or the amount NHBC has offered for it are insufficient in the circumstances. So I'm satisfied it presents a fair and reasonable offer based on the available evidence.
- I understand this amount hasn't been paid yet, so I will require NHBC to do so.

Other damage

- It's accepted the builders caused some damage during repairs. The builder agreed to put the damage right and Mr P agreed to that as a resolution to an earlier complaint in April 2023. Additionally, the damage was caused whilst the builder was carrying out repairs under the Resolution Service, prior to NHBC taking responsibility for some of the outstanding issues. As a result, NHBC says it didn't appoint the builder in relation to these repairs and the damage is a matter between Mr P and the builder.
- Where an insurer appoints a builder to carry out repairs, I would usually consider the insurer ultimately responsible for the builder – including putting right any workmanship problems and/or damage caused by the builder. But, in this case, NHBC didn't appoint the builder in relation to the repairs which led to the damage. So I'm not persuaded NHBC has any responsibility for putting right this damage. Nonetheless, it helped to achieve an agreement between the builder and Mr P for the damage to be repaired, which I think was a reasonable thing to do.
- As a result, I'm not going to require NHBC to take any further action on this point. But Mr P remains entitled to get in touch with the builder to arrange for the repairs to be carried out if he wishes.

Compensation

I'm satisfied £200 is a reasonable amount of compensation for the distress and inconvenience caused by NHBC during the scope of this complaint. I think it shows NHBC recognises it could and should have accepted and dealt with the door frame and fire door damage earlier. I understand this compensation hasn't been paid, so I will require NHBC to do so.

My final decision

I uphold this complaint.

I require National House-Building Council to:

- Pay £1,444.66 for the door repairs
- Pay £200 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 1 October 2024.

James Neville
Ombudsman