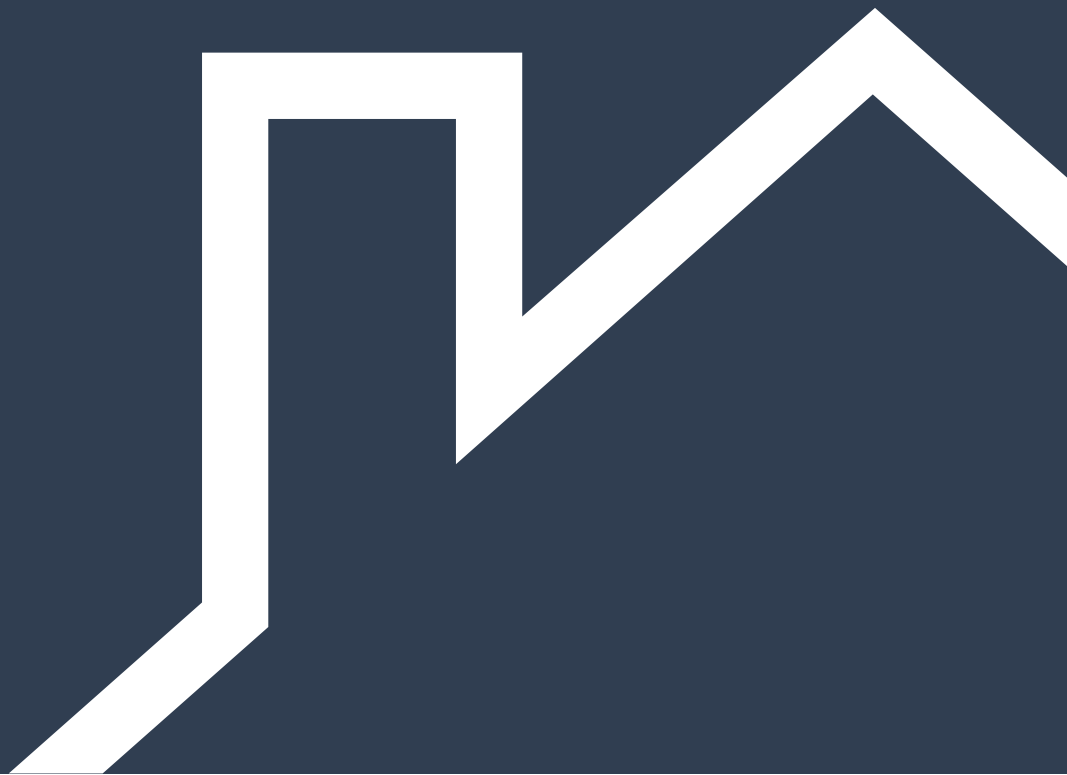




NEW HOMES  
OMBUDSMAN SERVICE

# Scheme Rules



# New Homes Ombudsman Service

## Scheme Rules

v1 March 2022

### Meaning of words

<b>Customer</b>	The New Homes Quality Code defines a customer as “a person making enquiries about buying a New Home and/or who goes on to reserve or buy a New Home from a Developer. For New Homes reserved or bought jointly by two or more people, the Buyer’s rights will be joint”.
<b>Closure Letter</b>	A letter issued by a Registered Developer to a Customer confirming that agreed complaint issues have been resolved or provided with a final response and information about how to refer issues to the New Homes Ombudsman Service.
<b>Draft Decision</b>	A written decision issued by the New Homes Ombudsman about the complaint issues in relation to which the Customer and Registered Developer can make written representations.
<b>Final Decision</b>	The final written decision of the New Homes Ombudsman at the end of the period allowed for representations about the Draft Decision.
<b>Legal Completion</b>	The transfer of ownership of the new home from the Registered Developer to the Customer. In Scotland, this stage is known as Settlement.
<b>Major Defect</b>	Likely, though not always, to be a structural Defect or failure that could be subject to an insurance claim through a new home Warranty.
<b>New Homes Quality Board</b>	The New Homes Quality Board (“NHQB”) is an independent, not for profit company created to develop a New Homes Quality Code to improve standards within the new homes industry and to establish a New Homes Ombudsman Service. They are the ‘Code Sponsor’.
<b>New Homes Quality Code</b>	A Code of Practice for the housebuilding industry, established by the New Homes Quality Board, that aims to drive up the quality of new build homes and strengthen protection for consumers.



- Registered Developer** The New Homes Quality Code defines a Registered Developer as “a Developer who is registered with the Code sponsor”. For the New Homes Ombudsman Service, this means a Developer who has an active registration with the New Homes Quality Board, including the requirement to follow the Code and be subject to the New Homes Ombudsman Service.
- Reservation Date** The date on which a Customer and Registered Developer make a written statement of intent which gives the Customer an exclusive period of time to enter into a contract of sale for a new home.
- Warranty/Warranty Provider** An organisation which provides a warranty or insurance policy which lasts for a minimum period of 10 years from Legal completion.



# 1. Introduction

- 1.1 The purpose of the New Homes Ombudsman Service (“the Service”) is to provide purchasers of new homes with access to fair and efficient redress in relation to complaints about developers/housebuilders who are registered with the New Homes Quality Board.
- 1.2 The structure and contents of these Rules follow, as far as possible, the requirements as set down in the Building Safety Bill<sup>1</sup> for a statutory New Homes Ombudsman Service. However the New Homes Ombudsman Service is currently a voluntary scheme as the statutory service has not yet been established.

# 2. Governance

- 2.1 The New Homes Quality Board (NHQB), an independent not for profit company, has been created to develop a New Homes Quality Code (“the Code”) to improve standards within the new homes industry and to establish a New Homes Ombudsman Service to deal with complaints from purchasers of new homes about breaches of the Code.
- 2.2 The NHQB has commissioned The Dispute Service Ltd to operate the Service and provides the finance for this via a levy on Registered Developers. The Dispute Service Ltd has created NHO Service Ltd as a subsidiary company. NHO Service Ltd will oversee the day-to-day operation of the contract with NHQB.
- 2.3 The New Homes Ombudsman Service has been approved by the Ombudsman Association as an Ombudsman scheme.
- 2.4 The New Homes Ombudsman Service is overseen by the Board of NHO Service Ltd which has up to nine independent non-executive directors. These directors are all independent in the sense that they are not employed by, hold offices with, or are key shareholders in any developer/housebuilder which may come under the jurisdiction of the Service.
- 2.5 Three of the NHO Service Ltd directors will be nominated by The Dispute Service Ltd whilst the other directors will be selected by the Board.

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<sup>1</sup> Currently in Parliament and expecting Royal Assent in 2022.



### **3. Appointment of the New Homes Ombudsman Service and the Ombudsman**

- 3.1 The NHQB has appointed The Dispute Service Ltd to operate the New Homes Ombudsman Service. This appointment has been through an open and competitive selection process. The selection process was based on merit by reference to the knowledge, skills and experience that are necessary and desirable for service in that office.
- 3.2 The Board of NHO Service Ltd appoints the Ombudsman as the head of service. All staff are employed via The Dispute Service Ltd.
- 3.3 The appointment of The Dispute Service Ltd to operate the New Homes Ombudsman Service shall be for a minimum period of five years and is renewable for further term[s].

#### **Independence of the Ombudsman**

- 3.4 The NHQB, The Dispute Service Board and the NHO Service Board are not involved in decision making on individual cases and all decisions on complaints are taken by the Ombudsman and her staff, through a published set of delegated authorities.



## **4. Jurisdiction**

- 4.1 The New Homes Ombudsman will alone decide whether to accept a complaint about a Registered Developer and will determine how the complaint should be dealt with.
- 4.2 The New Homes Ombudsman will only usually accept complaints which relate to an alleged breach of the New Homes Quality Code from customers of Registered Developers, who meet the requirements to raise a complaint as set out in the Code.
- 4.3 However the New Homes Ombudsman has the discretion to accept complaints that fail to meet the requirements of section 4.2, when it is in the interests of justice to do so.
- 4.4 The New Homes Ombudsman Service does not require the consent of the Registered Developer to investigate a complaint.



## 5. Code of Practice and Registered Developers members

### New Homes Quality Code

- 5.1 The Code sets out the standards of service which Registered Developers need to apply to the sale of new homes and the period of the first two years after Legal Completion,<sup>2</sup>
- 5.2 This Code is published by the NHQB and revised from time to time. A copy of the New Homes Quality Code will be available via the New Homes Ombudsman Service website.

### Register of Developers

- 5.3 Registered Developers are those developers which have agreed to adopt the New Homes Quality Code and to advise their customers that they have a right to submit complaints to the New Homes Ombudsman Service in accordance with the provisions of the Code.<sup>3</sup>
- 5.4 When the Registered Developer has agreed to submit itself to the jurisdiction of the New Homes Ombudsman Service the account will be *activated* and from that date any Reservation taken will be subject to the jurisdiction of the New Homes Ombudsman Service for a period of two years from the Reservation Date or the date of Legal Completion, whichever is later.
- 5.5 The NHQB will maintain a list of “activated” Registered Developers which will be available for inspection by members of the public via the NHQB website.
- 5.6 The NHQB will confirm to the New Homes Ombudsman Service details of the activated Registered Developers [and this list will also be available on the New Homes Ombudsman website] and any changes to the status of individual Registered Developers.
- 5.7 Registered Developers agree to co-operate with the investigations of the New Homes Ombudsman and to be bound by the decisions of the Ombudsman.
- 5.8 The New Homes Ombudsman will report cases to the NHQB where Registered Developers have failed to co-operate with the new Homes Ombudsman Service and have failed to implement the Decision issued by the Ombudsman. The NHQB will have a disciplinary process in place which may lead to the suspension or termination of the Registered Developer status.
- 5.9 Registered Developers who are subject to the jurisdiction of the New Homes Ombudsman Service will be required to display the logo of the New Homes Ombudsman Service on their website and all sales materials and to ensure that homebuyers are advised of their membership of the Service and how they can access the Service if they have a qualifying complaint.<sup>4</sup>

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<sup>2</sup> As required under section 134 of the Building Safety Bill

<sup>3</sup> As required by Schedule 8 (2) Building Safety Bill 2021

<sup>4</sup> As required by Schedule 8 2(b) of the Building Safety Bill



- 5.10 If a Registered Developer fails to pay the NHQB membership fees or is expelled from the New Homes Quality Board they should remove the New Homes Ombudsman Service logo from their website and publicity [and this will also be required under the Consumer Protection Regulations].

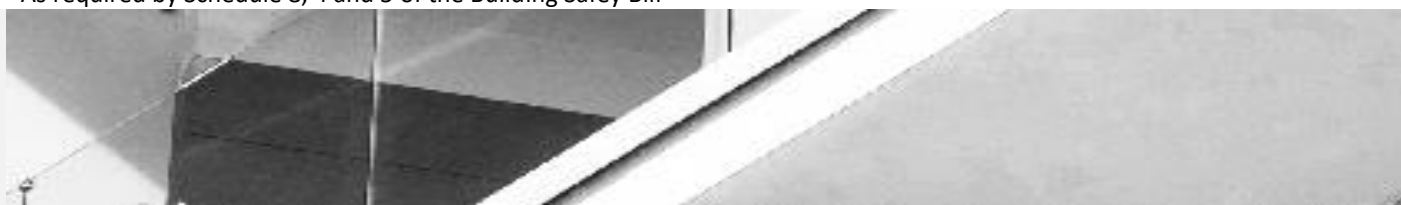
## **6. Fees and funding**

- 6.1 Registered Developers will pay a fee to the NHQB in respect of funding the operation of the New Homes Ombudsman Service.<sup>5</sup> The fee set by the NHQB will ensure that the total costs of the New Homes Ombudsman Service are met by the fees charged to Registered Developers.<sup>6</sup>
- 6.2 No fees will be paid by consumers to access the Scheme.

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<sup>5</sup> As required by Schedule 8 2 (a) of the Building Safety Bill

<sup>6</sup> As required by Schedule 8, 4 and 5 of the Building Safety Bill





## 7. Complaints under the New Homes Ombudsman Service: subject matter and procedure<sup>7</sup>

### Non-compliance with the New Homes Quality Code

- 7.1 The New Homes Ombudsman will investigate complaints from qualifying customers that a Registered Developer has failed to comply with the provisions of the New Homes Quality Code.
- 7.2 Qualifying customers are defined in the New Homes Quality Code as

“A qualifying customer is an individual buying or intending to buy a new home for their own occupation or on behalf of an individual beneficiary”.

### No fees payable by complainants<sup>8</sup>

- 7.3 Complainants will not be required to pay a fee to raise a complaint with the New Homes Ombudsman and the costs of the Scheme will be met in full by Registered Developers through a levy raised by the NHQB.

### Registered Developer complaints procedures<sup>9</sup>

- 7.4 All Registered Developers are required to have in place internal procedures for the handling and resolution of complaints from Customers that may subsequently be referred to the New Homes Ombudsman. These requirements are set out in the New Homes Quality Code and may be changed from time to time.<sup>10</sup>
- 7.5 Internal procedures must also be published by Registered Developers, preferably on their website and in documentation provided to those customers who reserve properties and/or purchase new homes. These documents must include full details of how to complain to the Registered Developer and the right to refer complaints to the New Homes Ombudsman Service<sup>11</sup>

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<sup>7</sup> As required under Schedule 8 s6 and s7 Building Safety Bill 2021

<sup>8</sup> Building Safety Bill; Schedule 8 s6(b)

<sup>9</sup> As required by Schedule 8, s6,7

<sup>10</sup> As required by Schedule 8, 2c of the Building Safety Bill

<sup>11</sup> As required by Schedule 8, 2 (3) of the Building Safety Bill



## 8. Complaints under the Scheme: investigation and determination

### Requirement to have regard to the New Homes Quality Code<sup>12</sup>

- 8.1 The New Homes Ombudsman Service will, in determining a complaint as to whether there has been a breach of the New Homes Quality Code, have regard to the version of the Code in place at the time the issues relating to the complaint took place<sup>13</sup>

### Requirement to provide information<sup>14</sup>

- 8.2 A Registered Developer is required to co-operate with the New Homes Ombudsman Service and to provide the information requested by the New Homes Ombudsman in accordance with specified timeframes.<sup>15</sup>
- 8.3 If a Registered Developer fails to provide the required information to the New Homes Ombudsman within the timescale allowed without good cause, the New Homes Ombudsman may decide the complaint based on the evidence presented by the complainant alone.

### Provision of redress to complaints where complaints are deemed to be well founded<sup>16</sup>

- 8.4 The New Homes Ombudsman can require Registered Developers against whom a Final Decision is issued to do one or more of the following:
- Payment of compensation up to a limit of £75,000 for putting right the matters complained about
  - Making an apology
  - Providing an explanation
  - Requiring the Registered Developer to put things right
  - Taking such action in the interests of the complainant or future customers as the New Homes Ombudsman may specify
- 8.5 The Ombudsman may make a discretionary award for distress and/or inconvenience based on evidence of the impact the matters complained of have had on the Customer. The maximum award for compensation includes any award for inconvenience.
- 8.6 The parties are responsible for any costs they incur in preparing their case. As set out in 9.7 and 9.9, where a complaint is upheld in full or in part, the Ombudsman may include in the award the reasonable costs of any expert report commissioned and paid for by the customer as part of their evidence. The maximum award for compensation will include any such fees].

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<sup>12</sup> Building Safety Bill: Schedule 8 s8 (2a)

<sup>13</sup> Schedule 8, s2a Building Safety Bil

<sup>14</sup> Building Safety Bill: Schedule 8 s8 (2b)

<sup>15</sup> Schedule 8 2b Building Safety Bill

<sup>16</sup> Schedule 8, s2 c and 9



### **No requirement on customer to accept the Ombudsman's Final Decision**

- 8.7 The customer who has raised a complaint does not have to accept the Final Decision of the Ombudsman. Where the customer fails to accept or rejects the Final Decision within six weeks, the Final Decision will not take effect and the Registered Developer is not required to implement the Decision. Where the customer does not accept the Ombudsman's Decision they are free to pursue alternate legal courses of redress but they should be aware that a Court or other redress scheme may take the Ombudsman's Decision into account when reviewing any further complaint.
- 8.7 The Ombudsman will record the outcomes of all cases, including those where the Final Decision is not accepted by the customer or where the Ombudsman is not advised of the customer's acceptance and deems that the Customer has not accepted the Decision.



## 9. The New Homes Ombudsman Complaints procedure

9.1 A complaint to the New Homes Ombudsman can only be raised if the complaint meets the following criteria:

- (a) The developer/housebuilder is a Registered Developer with the NHQB and comes under the jurisdiction of the New Homes Ombudsman Service;
- (b) The complaint (or part of it) relates to an issue which occurred **AFTER** the date that the developer/housebuilder became a Registered Developer.
- (c) The complaint is about an alleged breach of the requirements of the New Homes Quality Code;
- (d) The complaint relates to an issue which has occurred no later than two years from the Reservation date or the Date of Legal completion, whichever is later.
- (e) The complaint is raised no later than 12 months after the Final Closure letter has been issued.
- (f) The developer/housebuilder has either issued a Closure Letter in relation to a complaint made by a Customer, or more than 56 days have passed since the home buyer raised the initial complaint to the developer/housebuilder;
- (g) The issue being complained about is not a Major Defect as defined by the Code, and could be subject to an insurance claim through a warranty provider.

9.2 Where a complaint is not accepted the Ombudsman will explain why the complaint has not been accepted and will seek to signpost the customer to where the complaint might now be referred.

### **Discretion as to whether to accept complaints**

9.3 The New Homes Ombudsman may decide to accept a complaint that does not meet the requirements set out in 9.1 if the Ombudsman decides if it would be reasonable in the circumstances to accept the complaint in the interests of justice.

### **Refusal to deal with a complaint or suspend an investigation**

9.4 The New Homes Ombudsman may also exercise their discretion to refuse to deal with a complaint or to suspend an investigation for example if:

- (a) The customer has not attempted to contact the Registered Developer to discuss the complaint;
- (b) The issue complained about is, in the opinion of the Ombudsman, frivolous or vexatious;
- (c) The issues involved are, in the opinion of the New Homes Ombudsman, best dealt with through other means (such as Court);
- (d) The complaint is being, or has previously been considered and determined by another Alternative Dispute Resolution (ADR) entity, or by a Court;
- (e) The complaint is best dealt with by another Ombudsman or redress scheme;
- (f) Dealing with such a type of complaint or dispute would seriously impair the effective operation of the New Homes Ombudsman Service.



- 9.5 If a complaint is rejected as a result of the complaint being outside the criteria in 9.1 or 9.4, the customer will be notified in writing of the reasons for the decision and guided as to what other avenues might be available to them.
- 9.6 The customer will not be charged a fee for raising a complaint. However, the parties will be responsible for any costs they incur in preparing and submitting or responding to the complaint. It should be noted that the parties do not need to instruct lawyers or other advisors to bring a complaint to the new Homes Ombudsman Service.
- 9.7 However, where a customer commissions an independent expert to assist them in preparing evidence for a complaint, the Ombudsman has the discretion to award the reasonable costs of any such expert report in their Final Decision, in the event that the complaint, or part of it is upheld.

### **Disclosure of information to the parties relating to a complaint**

- 9.8 The New Homes Ombudsman Service will, except in exceptional circumstances, disclose all information, documents and evidence received to all of the parties involved in the complaint.

### **Detailed complaint procedure**

- 9.9 The procedure for making a complaint to the Service is set out in the leaflet “How to Complain to the New Homes Ombudsman”. The key features of the complaint procedure are as follows:
- (a) The customer can complain to the Service in writing, by email, by phone or via the online complaints portal at [www.nhos.org.uk](http://www.nhos.org.uk).
  - (b) The New Homes Ombudsman may allow a nominated representative to act on behalf of the customer. The customer must provide written authority for the representative to act on their behalf.
  - (c) The customer will provide information including their contact details, the property address, the name of the housebuilder/developer, the date of the property Reservation and/or Legal Completion, when the issue first occurred, whether they have received a Final Closure letter, the date they first raised the complaint with the house builder/developer, the alleged breaches of the Code and the outcome they are seeking.
  - (d) The New Homes Ombudsman will review the eligibility of the complaint and if accepted will refer the complaint to the Registered Developer for their response.
  - (e) If necessary the New Homes Ombudsman will seek to clarify the specific complaint issues before passing the complaint to the developer to respond.
  - (f) All information supplied by the customer will be passed to the Registered Developer and any response made by the developer/housebuilder will be shared in full with the customer.
  - (g) If the complaint is deemed not to be eligible to be considered by the Service, the customer will be advised in writing of the reasons for the rejection and will be signposted as to where to go next.



- (h) Both parties are expected to co-operate with the Service to ensure that the complaint can be reviewed effectively. The Registered Developer must respond to the complaint when asked to do so by the Service. A failure of the Registered Developer to respond within the time limits set by the Scheme may mean that the Ombudsman will decide the complaint based on the submission made by the customer.
- (i) The Service will share with both parties the complaint details and supporting evidence received in the interests of transparency. Customers and Registered Developers should not upload information into the complaints portal [or send via post or email] that they do not want to be shared with the other side.
- (j) The Ombudsman may seek to intervene with the parties to agree an early resolution to the complaint, including inviting the parties to participate in a session with a mediator.
- (k) The Ombudsman will not visit the new home but will make any further enquiries the Ombudsman considers necessary with the parties or third parties, including seeking specialist advice, in order to reach a fair and proportionate decision about the complaint.
- (l) In certain circumstances, including cases where both parties submit technical or expert evidence which conflicts, the Ombudsman may require the parties to agree the appointment of an agreed independent expert. The costs of the appointment will be met jointly by the parties. The Ombudsman may take account of the costs met by the consumer in the Final Decision, if the complaint or part of it is upheld.
- (m) Any early agreed resolution or mediation settlement will be confirmed to the parties in writing.
- (n) If it has not been possible to resolve the complaint through agreement, the Ombudsman will review the evidence submitted to determine whether, on the balance of probabilities, the Registered Developer has breached the Code.
- (o) The Ombudsman will issue a Draft Decision to both parties, which sets out the reasons for the Decision and any proposed remedies. The parties are able to comment on the Draft Decision in relation to the facts as stated, or issues of law. The Ombudsman **will not** generally accept additional evidence at this stage, unless that information was not previously available to the parties, or it is in the interests of natural justice to do so. No new complaint issues will be accepted at this stage. If a Registered Developer fails to submit a response in the initial stages of a complaint the Ombudsman has the discretion not to consider any responses which the Registered Developer may make at the Draft Decision stage.
- (p) The Ombudsman will consider the comments made by the parties before issuing a Final Decision. The Final Decision may incorporate some changes as a result of the comments made by the parties. The Final Decision will advise that the decision is final, and that the customer is not required to accept the Final Decision of the Ombudsman.
- (q) When the Ombudsman issues a Final Decision the parties will also be advised as to where they can get further help, and how to raise a complaint against the service provided by the New Homes Ombudsman Service.



- 9.10 The Ombudsman will record the outcomes of all Final Decisions.
- 9.11 A detailed guide to how the Ombudsman deals with complaints is available on the NHOS website.

### **Timescales**

- 9.12 In order to ensure that complaints are dealt with as quickly as possible the New Homes Ombudsman has set some indicative timescales for each stage in the Complaints process as set out in the table below. These indicative timescales may be amended from time to time by the New Homes Ombudsman and published in the leaflet “How to complain to the New Homes Ombudsman Service.

<b>Stage</b>	<b>Indicative timescale</b>
<b>Complaint submitted to NHOS by customer</b>	<b>5 working days to review, accept or reject the initial complaint</b>
<b>Complaint submitted to developer</b>	<b>10 working days to submit response to NHOS</b>
<b>Customer and developer can review and add additional comments</b>	<b>5 working days to make further comments</b>
<b>NHOS caseworker undertakes formal review and may request additional evidence, or initiate early resolution or mediation</b>	<b>10 working days to review and/or resolve by early intervention</b>
<b>Ombudsman reviews complaint and issues Draft Decision</b>	<b>20 working days to issue Draft Decision for complaints escalated to the Ombudsman</b>
<b>Customer and developer comment on Draft Decision</b>	<b>10 working days to review and comment on Draft Decision</b>
<b>Ombudsman reviews comments and issues Final Decision</b>	<b>5 working days to review comments and issue Final Decision</b>
<b>Customer has 30 working days to either reject or accept the Final Decision. If the customer fails to confirm acceptance after 30 working days the Ombudsman will deem that the Final Decision has not been accepted</b>	<b>Up to 30 working days</b>

### **Withdrawing a complaint**

- 9.13 A customer who has raised a complaint with the New Homes Ombudsman Service can withdraw this at any time by advising NHOS that they wish to withdraw the complaint.



### **Acceptance of the Final Decision by the complainant**

- 9.14 The Final Decision is not binding on the customer. The New Homes Ombudsman will ask the customer to confirm that they have accepted the Final Decision as soon as is reasonably practicable.
- 9.15 If the complainant fails to respond to the New Homes Ombudsman after 30 working days, the Ombudsman will assume that the Final Decision has not been accepted and will advise the Registered Developer and the complainant accordingly.
- 9.16 A Registered Developer **will not** be required to implement a Final Decision of the Ombudsman if this has not been accepted by the customer.

### **Appeals**

- 9.17 The New Homes Ombudsman's decisions are final and there is no avenue available to appeal through the Scheme or via any other Ombudsman. A decision can only be challenged via the courts.

### **Basis of the Ombudsman's Decision**

- 9.18 In reaching the Final Decision on a complaint the Ombudsman will have regard to the New Homes Quality Code and the evidence available to the Ombudsman.
- 9.19 The Ombudsman will base the Final Decision on a judgement as to what is fair and reasonable in all the circumstances of the case, taking account of the reasonable expectations of a customer and the impact of any breaches of the New Homes Quality Code on the customer.





## 10. Implementation of Decisions

- 10.1 The New Homes Quality Code requires Registered Developers to abide by Final Decisions issued by the New Homes Ombudsman Service, where the Final Decision has been accepted by the customer, and some action is required by the Registered Developer.
- 10.2 The New Homes Ombudsman Service will require Registered Developers to confirm to NHOS when the Final Decision has been implemented.
- 10.3 The New Homes Ombudsman Service will check with Registered Developers that any actions required under the Final Decision have been implemented.
- 10.4 Where the New Homes Ombudsman Service receives a complaint from a customer that a Final Decision has not been implemented in full it will contact the Registered Developer about the matter.
- 10.5 Where it is clear to the New Homes Ombudsman that a Registered Developer has failed to implement a Final Decision in a reasonable time it will refer the issue to the NHQB for potential disciplinary or other action against the Registered Developer.
- 10.6 The New Homes Ombudsman will publish on its website all such referrals to the NHQB.
- 10.7 Where the New Homes Ombudsman has other concerns about the Registered Developer's policies, procedures or behaviour relating to a complaint[s] it may also refer such issues to the NHQB for investigation.



## 11. Co-operation<sup>17</sup>

### Dealing with other Ombudsman and Redress schemes

- 11.1 There may be complaints which the New Homes Ombudsman decides to refer to another redress/Ombudsman scheme where this is appropriate. In other cases the New Homes Ombudsman may consider a complaint jointly with another redress scheme.
- 11.2 The provisions will be set out in Memoranda of Understanding (or similar document) with other Ombudsman or redress schemes.

### Dealing with complaints that have been referred to a New Home Warranty provider

- 11.3 The customer may have referred a complaint to the New Homes Ombudsman where a complaint has been also been raised by the customer with the Registered Developer's New Home Warranty provider ("warranty provider").
- 11.4 Where the matters referred to the New Homes Ombudsman are substantially the same as the issues raised with the warranty provider, and the warranty provider's investigation is ongoing, the New Homes Ombudsman will generally suspend consideration of the complaint until the warranty provider's investigation has concluded. In many cases the involvement of the warranty provider will resolve the complaint to the customer's satisfaction.
- 11.5 If the matters raised with the New Homes Ombudsman are sufficiently distinct to the issues being investigated by the warranty provider, the New Homes Ombudsman may continue to deal with the complaint at the same time as other matters are being dealt with by the warranty provider.
- 11.6 If the matters raised with the New Homes Ombudsman appear to be structural in nature, including Major Defects as defined by the Code, and the matters have not been considered by the warranty provider, the New Homes Ombudsman will refer the Customer to the warranty provider.
- 11.7 The New Homes Ombudsman is not able to investigate complaints about the warranty provider's decisions, as these are subject to referral to the Financial Ombudsman Service.
- 11.8 Where the Ombudsman has decided to suspend an investigation in full or part pending the outcome of the warranty provider's investigation and decision, the customer will be advised of the decision to suspend.

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<sup>17</sup> As required Schedule 8 s14, Building Safety Bill



## 12. Enforcement of determinations<sup>18</sup>

- 12.1 In the event that the Ombudsman issues a Final Decision which is accepted by the customer but not implemented in full by the Registered Developer, then this failure will be referred to the NHQB, who will seek to encourage the Registered Developer to implement the decision.
- 12.2 In the event that the Registered Developer continues to fail to implement the decision, the New Homes Quality Board may decide to apply sanctions against the Registered Developer, including deregistration from the NHQB.<sup>19</sup>
- 12.3 The customer may use the Ombudsman's Final Decision to support any court or other legal/redress action against the Registered Developer if it fails to implement the Ombudsman's Final Decision
- 12.4 The NHQB will set out the details of its disciplinary powers and procedures through the NHQB rules for Registered Developers. This will also include details of how an expelled Register developer can re-join the NHQB and be subject to the jurisdiction of the New Homes Ombudsman Service.<sup>20</sup>
- 12.5 The NHOS Annual Report and website will publish details of those Registered Developers which have been referred to the NHQB for failure to comply with the Ombudsman's Decisions.
- 12.6 The NHOS Annual Report and website will also publish the names of those Registered Developers who have been removed from the Register for failing to implement the Ombudsman's Decisions.

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<sup>18</sup> As required Schedule 10, s10 (1) Building Safety Bill

<sup>19</sup> As required Schedule 8, s10.2 Building Safety Bill

<sup>20</sup> As required Schedule 8, s10 (3)



## **13. Making of recommendations for improvement to the housebuilding industry**

- 13.1 The New Homes Ombudsman may, from time to time, make “recommendations for improvement” when investigations of complaints identify widespread or regular unacceptable standards of quality of work on the part of members of the Service.<sup>21</sup>
- 13.2 Such improvement recommendations are made to improve standards of conduct or standards of quality of work.
- 13.3 Details of such recommendations and guidance will be published on the NHOS website.

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<sup>21</sup> As required Schedule 8, s11 (1) Building Safety Bill



## 14. Publication of decisions and confidentiality

- 14.1 The New Homes Ombudsman will publish an anonymised summary of Final Decisions reached to enable the reader to ascertain the nature of the dispute and the Decision reached.
- 14.2 Customers and Registered Developers will be required to respect the confidentiality of the evidence submitted as part of the dispute and the Final Decision reached. Each Draft and Final Decision will have the following footnote:

***"This Decision is private and confidential. It must not be disclosed to any person or organisation not directly involved in the Ombudsman complaint, unless this is necessary to enforce the Decision."***



## 15. Complaints about the New Homes Ombudsman Service<sup>22</sup>

- 15.1 Complaints about the operation of the Service from those who have asked for a complaint to be investigated, or by Registered Developers, can be made to the Chief Executive of the New Homes Ombudsman Service. A complaints policy is available on the New Homes Ombudsman Service website.
- 15.2 Such complaints may only be about how the Service has handled a complaint or the operation of the Service. The parties cannot complain about the Ombudsman's decision, which is final.
- 15.3 If the complainant remains unhappy with the response to the complaint, they can ask for it to be referred to the Independent Complaints Reviewer (ICR), who will investigate the complaint [but not the decisions of the Ombudsman] and issue a decision.
- 15.4 The ICR will be appointed by the NHOS Board and will report annually to the NHOS Board on the work of the ICR. A summary of the report will be published on the NHOS website.
- 15.5 A document entitled "How to complain about the New Homes Ombudsman Service" is available on the NHOS website [link]

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<sup>22</sup> As required Schedule 8, s13 Building Safety Bill,



## 16. Provision of information<sup>23</sup> and reports

- 16.1 The New Homes Ombudsman Service will publish information about the operation of the Scheme on its website and will make this available to the Governments across the UK and the New Homes Quality Board.
- 16.2 The New Homes Ombudsman shall publish an annual report including information on all aspects of its operation, including its accounts. The Scheme is entitled to publish in its annual report or anywhere else anonymised reports of complaints investigations.

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<sup>23</sup> Schedule 8 s15 and s16





NEW HOMES  
OMBUDSMAN SERVICE

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