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PlanningPortal

Complaints Management Policy

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5.0 out of 5

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**UK
FINANCE**
2024 ASSOCIATE MEMBER

TABLE OF CONTENTS	PAGE
1. Introduction	3
2. Definitions	3
3. Purpose of a complaints policy	6
4. Allocation of responsibilities	6
5. Responsible and adequate decision making	6
6. Categories of complaints	7
7. Internal complaint escalation and review process	7
8. Engagement with The Property Ombudsman Service	10
9. Engagement with The Financial Ombudsman Service	10
10. Record-keeping, monitoring, and analysis	10
Annexure A	11

1. INTRODUCTION

1.1 **Build Warranty** Insurance Services Ltd (**Build Warranty**) specialises in provisions of structural defect warranties to the construction industry and as such we have certain specific duties towards our valued **Developers** and **Buyers**. One of these duties is the establishment of a formal **Complaints** Management Framework, which will enable the **Developer** and/or the **Buyer** to exercise their rights as provided for in the **Financial Conduct Authority (FCA)**, as well as all other applicable laws to lodge a **Complaint** (as defined) against any of **Build Warranty's** service levels or alike whilst performing the applicable financial services.

2. DEFINITIONS

Adjudication	The process by which and Adjudicator reviews evidence and statements set forth by opposing parties in a Build Warranty's Dispute Resolution Scheme (DRS) process.
Adjudicator	The Adjudicator acts as a fair and unbiased referee who assesses Complaints within the Build Warranty Dispute Resolution Scheme (DRS) .
Advice	A recommendation or opinion given by an adviser that suggests or influences a course of action.
Build Warranty	Build Warranty Insurance Services Ltd.
Build Warranty Dispute Resolution Scheme (DRS)	A procedure for dealing with a Dispute between the Buyer and the Developer where: (i) it has not been possible for this Dispute to be Resolved informally; and (ii) this Dispute is outside of the scope of the Build Warranty structural defect policy.
Buyer(s)	Any person, social landlord, corporate body, partnership, or Limited Company who reserves or buys a new or newly converted home from the Developer .
Complaint	An expression of dissatisfaction (oral or written), whether justified or not, from, or on behalf of, a person about the provision of, or failure to provide, a financial service or redress determination. It alleges how you have suffered (or may suffer): financial loss; material distress; or material inconvenience.
Complainant	A person on whom the legal right to benefit from a claim against the respondent under a contract of insurance has been devolved by contract, assignment, subrogation, or legislation.
Complaints Handling	The process of attending to and resolving Complaints including ongoing interaction with Complainants . The Complaints handler is adequately trained, they have an appropriate mix of experience, knowledge, and skills in TCF Complaints Handling.

Complaints Management System	The set of electronic applications and related case management software used by Build Warranty for recording, classifying, routing, escalating, and resolving individual Complaints received by the business. In relation to the Complaints management function as a whole the system is used by the business to monitor, analyse and report on Build Warranty's performance in relation to Complaints management.
Developer	A person, sole trader, partnership, company, or other organisation that constructs new, or newly converted homes under contract and is a registered member of the Build Warranty scheme and bound to adhere to the Build Warranty Consumer Code for New Homes.
Dispute	A written Complaint made by the Buyer of the home to the Developer , as a result of the Developer failing to comply with the requirements of the code. The Buyer must make the Complaint , within 2 (two) years of the date of practical completion.
Evidence	The information Build Warranty has obtained in order to review, adjudicate and resolve a Complaint and shall include all information submitted by an entity as well as from the Complainant and shall be stored and recorded on the Complaints Management System or other repositories for storing and recording information.
Financial Conduct Authority (FCA)	The Financial Conduct Authority who regulates the Financial Services industry within the UK.
General Data Protection Regulation (GDPR)	The protection of natural persons regarding the processing of personal data and on the free movement of such data.
Redress Determination	A written communication from a respondent under a consumer redress scheme which: (i) sets out the results of the respondent's determination under the scheme; (ii) encloses a copy of The Property Ombudsman Service's standard explanatory leaflet; and (iii) informs the Complainant that if he/she is dissatisfied, he/she may now make a Complaint to The Property Ombudsman Service and must do so within 6 (six) months.
Rejected	A Complaint that has not been Upheld and Build Warranty regards the Complaint as finalised after advising the Complainant that it does not intend to take any further action to resolve the Complaint and includes Complaints regarded by the provider as unjustified or invalid, or where the Complainant does not accept or respond to Build Warranty's proposals to resolve the Complaint .
Reports or Reporting	Any periodic or ad-hoc Reporting (and related documents) obtained from the Complaints Management System and other sources in the business which shall be

	used for analysis, monitoring, submissions to regulatory authorities, and the making of recommendations to the business.
Reportable Complaint	Any Complaint other than a Complaint that has been: (i) Upheld immediately by the person who initially received the Complaint ; (ii) Upheld within Build Warranty's ordinary processes for handling Developers or Buyers queries in relation to the type of financial product or financial service complained about, provided that such process does not take more than five business days from the date the Complaint was received; or (iii) Submitted to or brought to the attention of Build Warranty in such a manner that Build Warranty does not have a reasonable opportunity to record such details of the Complaint as may be prescribed in relation to Reportable Complaints .
Resolved	A Complaint is Resolved where the Complainant has indicated acceptance of a response from the Respondent, with neither the response nor acceptance having to be in writing.
The Financial Ombudsman Service (FOS)	A free and official service that settles Complaints between consumers and financial businesses in the UK.
The Property Ombudsman (TPO)	The Property Ombudsman scheme provides consumers and property agents with an alternative Dispute resolution scheme.
Treating Customers Fairly	An outcomes based regulatory and supervisory approach designed to ensure that regulated financial institutions deliver specific, clearly set out fairness outcomes for financial customers. Regulated entities are expected to demonstrate that they deliver the following 6 (six) TCF outcomes to their customers throughout the product life cycle, from product design and promotion, through Advice and servicing, to Complaints and claims handling.
Upheld/Not Reportable	A Complaint has been finalised wholly or partially in favour of the Complainant and that: (i) The Complainant has explicitly accepted the matter is fully Resolved ; or (ii) It is reasonable for Build Warranty to assume that the Complainant has so accepted; and (iii) All undertakings made by Build Warranty to resolve the Complaint have been met or the Complainant has explicitly indicated its satisfaction with any arrangements to ensure such undertakings will be met by Build Warranty within a time acceptable to the Complainant .

3. PURPOSE OF A COMPLAINTS POLICY

- 3.1 The purpose of this document is to inform our **Developers** and **Buyers** of the procedure which will be followed to provide a resolution for a Complaint submitted to **Build Warranty**.
- 3.2 In terms of the Financial Conduct Authority, **Build Warranty** must establish, maintain, and operate an adequate and effective **Complaints** Management Framework, to ensure the effective resolution of **Complaints** and the fair treatment of **Complainants**.
- 3.3 The **Complaints** Management Framework must be based on the following outcomes:
 - 3.3.1 Is proportionate to the nature, scale and complexity of **Build Warranty's** business and risks;
 - 3.3.2 Is appropriate for the business model, policies, services, **Developers** and **Buyers** of **Build Warranty**;
 - 3.3.3 Enables **Complaints** to be considered after taking reasonable steps to gather and investigate all relevant and appropriate information and circumstances, with due regard to the fair treatment of **Complainants**;
 - 3.3.4 Does not impose unreasonable barriers to **Complainants**.
- 3.4 In order to achieve the abovementioned outcomes, **Build Warranty** has adopted a **Complaints** policy which outlines **Build Warranty's** commitment towards the fair, transparent and effective resolution of **Complaints** in line with all applicable laws. **Build Warranty** also ensure that the **Complaints** Management Framework is regularly reviewed (at least annually) to ensure the effectiveness of same.

4. ALLOCATION OF RESPONSIBILITIES

- 4.1 The internal **Complaint** review and escalation process may be delegated to the compliance officer, and any queries relating to the process must be directed to same.
- 4.2 Please see **Build Warranty's** compliance officer details to submit a **Complaint** – Shana Aleixo: shana.aleixo@buildwarranty.co.uk.

5. RESPONSIBLE AND ADEQUATE DECISION-MAKING

- 5.1 Any person in **Build Warranty** that is responsible for making decisions or recommendations in respect of **Complaints** generally, or a specific **Complaint** must:
 - 5.1.1 Be adequately trained;
 - 5.1.2 Have an appropriate mix of experience, knowledge and skills in **Complaints Handling**, fair treatment of customers, the subject matter of the **Complaints** concerned and relevant legal and regulatory matters;

- 5.1.3 Not be subject to a conflict of interest; and
- 5.1.4 Be adequately empowered to make impartial decisions or recommendations.

6. CATEGORIES OF COMPLAINTS

6.1 **Build Warranty** categorises **Reportable Complaints** in accordance with the following 9 (nine) categories:

Design	Product and services sold to you did not meet your needs.
Information Provided	You were not provided with information that was clear or easy to understand.
Advice	You were not provided with suitable and correct Advice .
Performance	The policy did not perform as per your understanding.
Service	You did not receive good or sufficient service from us.
Accessibility	You found it difficult to communicate with us.
Complaints Handling	You found it difficult when lodging a Complaint .
Claims Handling	You were not kept updated with your dealings with us, when lodging a claim, you were not satisfied with the outcome, you found it difficult to communicate with us.

6.2 Should **Build Warranty** consider adding additional categories relevant to its financial products, financial services and/or **Developer** base, it will do so to support the effectiveness of **Build Warranty's Complaints** Management Framework, and by doing so enhancing improved outcomes and processes for our **Developers** and **Buyers**. **Build Warranty** will categorise, record and report on **Reportable Complaints** by identifying the category of **Complaint** to which the **Complaint** most closely relate and group **Complaints** accordingly.

7. INTERNAL COMPLAINT ESCALATION AND REVIEW PROCESS

7.1 **Build Warranty** is committed to ensuring that the procedures within the **Complaints** escalation and review process are not overly complicated and does not impose unduly burdensome paperwork or other administrative requirements on **Complainants**.

7.2 The internal **Complaints** escalation and review process:

- 7.2.1 Follows a balanced approach, which bears in mind the legitimate interests of all parties involved, including the fair treatment of **Complainants**;
- 7.2.2 Provides for the internal escalation of complex or unusual **Complaints** at the request of the initial **Complaint** handler;
- 7.2.3 Provides for **Complainants** to escalate **Complaints** not **Resolved** to their satisfaction.

- 7.3 **Build Warranty's** internal **Complaints** resolution process is intended to provide for the fair and effective resolution of **Complaints**. The time periods set in this procedure will be adhered to as strictly as possible but may be varied if necessary. The following step by step guideline sets out the procedures we will adopt and demonstrates how a **Complaint** will be dealt with, once received by us:
- 7.3.1 Furnish the **Complainant** with a copy of the **Complaints** Management Framework procedure;
 - 7.3.2 Where the **Complainant** has previously communicated the grievance verbally, instruct the **Complainant** to resubmit the **Complaint** in writing and confirmation of the **Complaint** will be confirmed in writing within 48 (forty-eight) hours of the communication;
 - 7.3.3 Please indicate the following information:
 - 7.3.3.1 Name, surname and contact details;
 - 7.3.3.2 A complete description of your **Complaint** and the date which led to your **Complaint**.
- 7.4 All **Complaints** received via any means of communication is forwarded to shana.aleixo@buildwarranty.co.uk and the **Complaint** will be entered into our **Complaint** register on the same day that it is made, and written confirmation of receipt will be forwarded within 48 (forty-eight) hours of having received the **Complaint** by the designated **Complaints** handler by way of email; telephonically or on a social media platform.
- 7.5 **Complaints** are acknowledged by **Build Warranty's** compliance officer within 48 (forty-eight) hours of receiving notification of the **Complaint**, and further response and information is to be addressed to shana.aleixo@buildwarranty.co.uk.
- 7.6 If a **Complaint** is 'Not Reportable' or 'Upheld':
- 7.6.1 The **Complaint** is directed to the compliance officer of **Build Warranty**;
 - 7.6.2 Information regarding the **Complaint** is directed and escalated to the relevant department manager;
 - 7.6.3 Where the matter is capable of being **Resolved** the **Complainant** is contacted within 48 (forty-eight) hours and a formal response that the matter is **Resolved** is sent to the **Complainant**. The relevant update will be done on the system;
 - 7.6.4 Where there is more information required, the **Complainant** will be contacted within 14 (fourteen) days of having receipt of the **Complaint** with formal response and advice of the reasons thereof;

- 7.6.5 In this instance, 8 (eight) weeks is allowed to provide formal feedback regarding the **Complaint**. The relevant updates will be done on the system and the file will be closed as **Resolved**;
- 7.6.6 We will keep record of the **Complaint** and maintain such records for 5 (five) years as required by legislation.
- 7.7 Where the matter is a '**Reportable Complaint**':
- 7.7.1 The **Complaint** will be directed to the compliance officer at shana.aleixo@buildwarranty.co.uk;
- 7.7.2 The **Complaint** will be logged onto the **Complaints Management System** and internal **Complaints** register;
- 7.7.3 The **Complaint** will be acknowledged in writing within 48 (forty-eight) hours and confirmed with a formal response via email or directly on the social media platform;
- 7.7.4 Where there is more information or further investigation required, contact with the **Complainant** will be within 14 (fourteen) days of having receipt of the **Complaint** with formal response and advice of the reasons thereof;
- 7.7.5 The **Complaint** will be investigated promptly, and a response will be provided within 8 (eight) weeks, unless there is a delay whereby the **Complainant** will be notified;
- 7.7.6 In assessing the **Complaint**, we will consider similarities with other **Complaints** we may have received, and relevant guidance published by the FCA, other relevant regulators and **The Financial Ombudsman Service** or former schemes.
- 7.7.7 The **Complainant** will be provided with a clear explanation of our findings and will be offered a fair and appropriate settlement, or appropriate action will be taken if your **Complaint** is **Upheld**.
- 7.7.8 Where the **Complainant** is satisfied with the outcome our internal **Complaints** register will be updated with '**Resolved**' and our file closed as well as the **Complaints Management System** updated, and matter **Resolved** and closed.
- 7.7.9 Should the **Complainant** still not be satisfied with the outcome you may inform the **Complainant** of his/her right to escalate the matter to The Financial Ombudsman within 6 (six) months from the date on the final response from **Build Warranty**.
- 7.7.10 In this instance, we will close our file on our side and same will be updated on the **Complaints Management System** and our central **Complaints** register, until and/or if we receive notification from the office of the Ombudsman of a claim being logged with the above office, we will proceed to log a new **Complaint** on our internal TPOS **Complaint** register.

8. ENGAGEMENT WITH THE PROPERTY OMBUDSMAN SERVICE

8.1 **Build Warranty** is committed to transparent engagement with any relevant Ombud in relation to its **Complaints**.

8.2 **The Property Ombudsman (TPO)** is a not-for-profit independent company that provides free, impartial, and independent Ombudsman service, resolving **Disputes** between Consumers and Property Agents.

8.3 The Ombudsman is not a regulator and does not have the authority to take legal or regulatory action against an agent, impose fines or dictate the way agents conduct their business.

8.4 **The Property Ombudsman (TPO):**

Physical Address: Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP12BP

Telephone: 01722 333306

Website Address: <https://www.tpos.co.uk/>

Email Address: admin@tpos.co.uk

9. ENGAGEMENT WITH THE FINANCIAL OMBUDSMAN SERVICE

9.1 **The Financial Ombudsman Services** is a free and easy-to-use service that settles **Complaints** between consumers and businesses that provide financial services.

9.2 **The Financial Ombudsman Services (FOS):**

Physical Address: Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567

Website Address: [Financial Ombudsman Service: our homepage \(financial-ombudsman.org.uk\)](https://www.financial-ombudsman.org.uk/)

Email Address: complaint.info@financial-ombudsman.org.uk

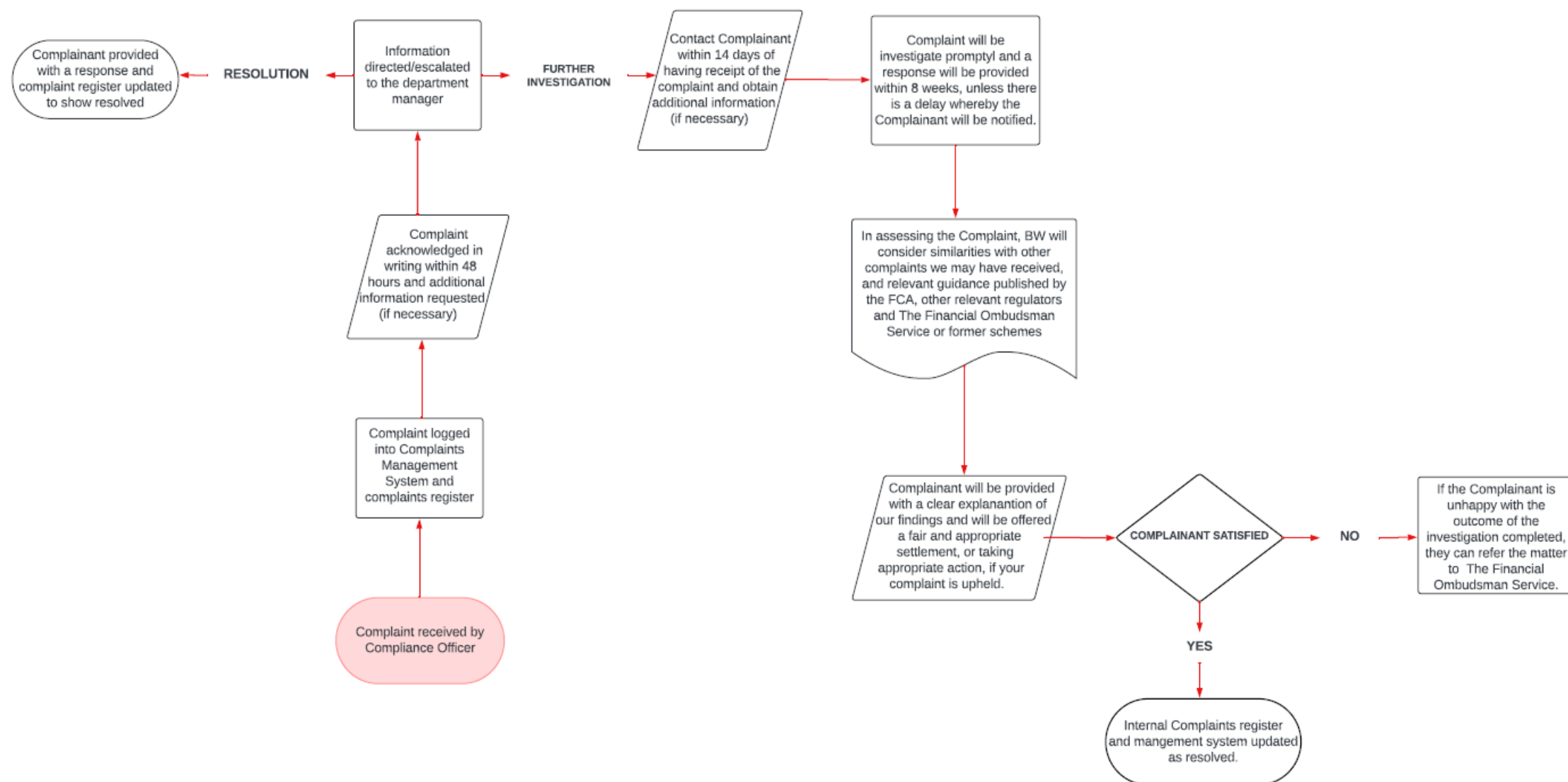
10. RECORD KEEPING, MONITORING AND ANALYSIS

9.1 Records of all **Complaints** and responses are maintained on **Build Warranty's Complaints Management System** for a minimum of 5 (five) years until finalisation of the matter. We are TCF (Treating Customers Fairly) driven and one of the responsibilities of our TCF Committee to monitor and analyse trends and patterns of **Complaints** that may be reported to and addressed by our Executive Committee.

Andrew Dyson

CEO

ANNEXURE A: BUILD WARRANTY COMPLAINT PROCESS



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