

The complaint

Mr and Mrs P complain National House-Building Council (NHBC) have unfairly declined their Building Warranty claim.

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

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.

I understand Mr and Mrs P feel strongly about what has happened. I also know there have been further communications between them and NHBC about the tiles. I want to assure them that I've thought carefully about everything they've said, but my decision can only consider events up to the date of NHBC's final response in December 2020.

Having reviewed everything, I agree with the conclusions reached by the investigator for these reasons:

- Under section 3 of the warranty, in years three to ten, NHBC will pay the full cost of repairs to physical damage caused by a defect in certain parts of the property. This list isn't exhaustive however, so it won't cover every single issue that could come up in a new build property
- Mr and Mrs P said they were told by the developer's contractor the tiles had been fixed insufficiently. I've looked at the information sent by the developer to NHBC including photographs of the fallen tile it inspected. The comments refer to the condition of the fallen tile – and although I can see the contractor has told Mr and Mrs P the tiles should have two fixings, I can't see anything that suggests the rest of the tiles didn't have two fixings
- Additionally, the property has later been visited by NHBC. NHBC confirmed in its investigation report it randomly inspected tiles at different levels of the property and found them to be performing as intended
- I understand why Mr and Mrs P are concerned about more tiles falling from the property – and why they want NHBC to carry out a thorough inspection to all the tiles, but I haven't seen anything that persuades me the other tiles were not performing as intended
- Since NHBC's final response, Mr and Mrs P said they have noticed further issues with the tiles. NHBC said they will consider any further information provided by Mr and Mrs P, which is what I would expect them to do. If Mr and Mrs P are not

satisfied with NHBC's response they may consider referring a new complaint to our service

- NHBC did agree a defect had caused the issue with the missing tile, but because the claim failed to meet its minimum claim value, it declined the claim. NHBC have provided a costed schedule of works which I can see falls below the minimum claim value. I've not seen any alternative costing or sufficient evidence that persuades me this costing is obviously wrong. So I don't intend to interfere in NHBC's decision to decline the claim

My final decision

My final decision is that I do not uphold Mr and Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 15 October 2021.

Michael Baronti
Ombudsman