

The complaint

Mr and Mrs D complain that National House-Building Council ('NHBC') turned down a claim under their building warranty.

What happened

Mr and Mrs D hold a building warranty with NHBC. They made a claim under the warranty for damage to the exterior of their property (excessive movement of quoins). NHBC thought the movement of the quoins was due to lack of sufficient restraint and so it accepted there was a Defect under the warranty. Initially the builder attempted repairs, but these failed. NHBC then arranged for its own contractor to carry out the repairs.

Then in 2020, Mr and Mrs D noticed some cracking to the external brickwork. They made a further claim to NHBC.

NHBC thought the cracking was due to thermal movement, which was excluded under the warranty. Unhappy with this, Mr and Mrs D brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She didn't think Mr and Mrs D had provided evidence to support that the cracking was anything other than thermal movement.

Mr and Mrs D didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

Although Mr and Mrs D's complaint to NHBC included their concerns about NHBC's handling of the claim, they've only asked this service to consider NHBC's decision to turn down their claim.

The warranty excludes shrinkage, thermal movement or movement between different types of material. It also excludes cosmetic damage such as minor cracking which doesn't impair the structural stability or weather tightness of the property.

NHBC carried out an inspection in 2020. It said there was evidence of cracking to the mortar joints of the stone walling in various places. It noted the cracks were up to 3mm wide, and said there were no areas of loose stone walling or significantly displaced quoins. NHBC referred to the previous repairs that had been carried out, and thought the present cracking was predominantly in new areas. It accepted there was some cracking that corresponded to previous repairs, but it thought the damage was consistent with the effects of linear expansion and contraction of the stone walling.

NHBC concluded that the damage was due to thermal movement, and said there was no evidence that the cracking had impaired the structural integrity or weathertightness of the property.

Mr and Mrs D told our investigator there was an area of the property which hadn't been repaired by NHBC previously where they thought the quoin stones were failing. They said the cracks weren't 'hairline'. Our investigator spoke with NHBC about this and it confirmed that it had taken into account that area of the property when it wrote its report. NHBC thought the crack may have become slightly wider as the wall had expanded and contracted.

Mr and Mrs D haven't provided any independent evidence to support their view that the damage has a cause other than thermal movement (or that any of the quoin stones have moved excessively, as was the case previously).

Based on NHBC's report, I therefore agree with our investigator that it was reasonable for NHBC to turn down the claim. It didn't find any of the quoins to be significantly displaced. And whilst it accepted there was some cracking, it attributed this to thermal movement which is excluded under the warranty.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 27 October 2021.

Chantelle Hurn-Ryan
Ombudsman