

The complaint

Mr and Mrs C complain that National House-Building Council (NHBC) won't consider a claim in respect of repairs done under their building warranty.

What happened

Mr and Mrs C own a flat in a block. They held a building warranty policy with NHBC, which had been transferred to them by the previous owner when they bought the property. The warranty itself expired in 2018. In 2016 NHBC had carried out remedial work which included crack and structural repairs to ground floor flats and communal areas. In respect of Mr and Mrs C's flat, which was on the upper floor, the previous owner accepted a cash settlement to carry out minor crack filling and decoration repairs. NHBC issued a certificate of repair to each owner, guaranteed for six years from August 2016 in respect of the repairs to the ground floor flats and communal areas.

In February 2020 Mr and Mrs C advised NHBC that cracks had appeared in their property. They believed these were related to the previous repair NHBC had carried out. It did a desktop analysis and reported that the cracks didn't appear to be structural. It didn't think that the cracks were related to its previous repairs. It advised that any new cracking wasn't covered as the warranty had expired. It also said that the work carried out by the previous owner following a cash settlement wasn't covered by the certificate.

As the warranty had expired NHBC couldn't consider any new cracking. It suggested that Mr and Mrs C obtained their own surveyor's report and if that indicated that the cracking was related to the previous repairs covered by the certificate, it would reconsider the claim. Mr and Mrs C thought it was unfair to expect them to get their own surveyor's report, but NHBC wouldn't reconsider.

On referral to this service our investigator said that NHBC had acted reasonably.

Mr and Mrs C didn't agree and the matter has been referred to me for further consideration.

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 position regarding the NHBC warranty is that it expired in 2018, and only covers matters referred to it during the warranty period. The certificate of repair issued in 2016 only guarantees the particular works carried out under that certificate and those are the works to the ground floor flats and common areas. So unless the cracking they reported is related to those works it's not covered. The work carried out to repair the cracks in Mr and Mrs C's flat isn't covered by the certificate as this was done by the previous owner.

NHBC carried out a desktop analysis and reviewed the cracks from the photos provided. It concluded that the cracks were unlikely to be structural or related to the works carried out in 2016. Whilst Mr and Mrs C believe otherwise, they've not been able to provide any expert evidence to show that. I think NHBC's response was reasonable. And while I understand

that it can be costly to get a surveyor's report I don't think the photos in themselves show that the cracking is related to the ground floor works. If expert evidence were to show otherwise then any such cost would be likely reimbursed.

If Mr and Mrs C are still concerned about the cracking, particularly if the cracks have got larger, I would suggest that they consider making a claim on their buildings insurance.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 3 December 2021.

Ray Lawley
Ombudsman