

The complaint

Mr G complains that National House-Building Council (NHBC) hasn't put right issues with the brickwork of his home, after he made a claim on his building warranty policy.

What happened

Mr G commissioned a snagging report for his new home, and the builder went on to address various issues with the brickwork. However, Mr G remained unhappy with the appearance of the brickwork, so he made a claim on his ten-year building warranty policy. The claim was made during the first two years of the policy.

The policy terms explain the builder is responsible for putting right any non-compliance with 'NHBC requirements', if notified during the first two years of the cover. However, NHBC will offer its 'resolution service' to help resolve any disputes between the homeowner and the builder. If the builder doesn't comply with the actions required by the resolution service, NHBC will then become responsible for the item in dispute.

The terms define 'NHBC requirements' as the mandatory NHBC Technical Requirements, contained in its published 'NHBC Standards'.

NHBC split the reported brickwork issues into four items. Having already decided items 1-3 aren't within our jurisdiction, this decision only addresses item 4:

- *"Item 4: damaged bricks when some of the brickwork were replaced."*

For item 4, NHBC's initial resolution report noted damage had been caused to some bricks on the left-hand elevation during the builder's previous repairs in this area. NHBC required the builder to put this right. However, the builder didn't act by the deadline date.

NHBC contacted the builder, who disputed NHBC's findings in relation to item 4. The builder believed the issue was imperfections in the bricks caused by the manufacturing process, rather than the builder having caused damage. The brick manufacturer was asked for its comments.

NHBC visited again, along with the brick manufacturer. NHBC issued an updated resolution report.

Under item 4, NHBC noted the remaining bricks with imperfections aren't visually obtrusive when viewed from a distance of 10m. The second report didn't limit its comments to the brickwork on the left-hand elevation near the builder's previous repairs (*i.e.* item 4) and included photos of all the elevations. The report said that most of the imperfections are natural marks which are formed during the manufacturing, and some bricks had been chipped during construction.

NHBC offered Mr G £250 compensation for the delays between the two resolution reports; for wrong conclusions in the first report in relation to the builder damaging bricks (item 4); and for not getting the brick manufacturer involved sooner.

Mr G accepted NHBC's £250 compensation offer. However, he referred a complaint about the findings in the second resolution report to our service. One of our investigators didn't think his complaint should be upheld. Because Mr G disagreed, his complaint has been passed to me to decide.

As explained in my previous jurisdiction decision, I can only consider item 4. This is limited to the brickwork on the left-hand elevation, which NHBC initially concluded had been damaged during the builder's previous repairs.

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.

For item 4, the first resolution report included two photos of the alleged damage caused by the builder during its previous repairs. The builder explained it couldn't see any damage in those photos. The builder acknowledged there's efflorescent salts visible on the bricks it had replaced during its previous repairs, but it said these were imperfections from the manufacturing process.

NHBC provided the builder with some further photos from Mr G. NHBC said these appear to show damage from the tools that were used to cut out and replace other areas of brickwork. The builder shared the photos, and the first resolution report, with the brick manufacturer.

The brick manufacturer explained the fissures shown in the photos are integral to the natural characteristic of a soft mud stock product. The brick manufacturer also went on to attend the second inspection.

Mr G says the weather conditions on the day of the second inspection were appalling, with heavy rain falling before and during the inspection. He says contrary to statements by NHBC, the brickwork wasn't dry at the time of inspection. He says the bricks' hue is completely different when damp, which masks a range of imperfections.

Mr G also says the brick manufacturer recommends a viewing distance of 5m (rather than 10m). He's also noted the brick manufacturer guarantees one good header and one good stretcher from the brick production. He says the builder didn't ensure the good stretcher was facing outwards.

I've *only* considered the alleged damage the builder caused to the brickwork on the left-hand elevation during its repairs to that area, as per the first resolution report. This is the only aspect that's in our jurisdiction.

Regardless of the weather during the second inspection, or the viewing distance, the brick manufacturer was provided with the close-up photos from the first resolution report, which showed the alleged damaged caused by the builder. I've not seen anything from the brick manufacturer that implies the brickwork in those photos is damaged. I also can't see any damage in the photos. So, contrary to NHBC's *initial* findings, I'm not persuaded that the builder had caused damage to the area in question.

Mr G also hasn't provided anything from a suitably qualified expert that shows the left-hand elevation doesn't have an acceptable appearance following the builder's repairs to that area. On the other hand, NHBC and the brick manufacturer has inspected the left-hand elevation. Overall, I'm not persuaded I can reasonably direct NHBC to do anything further for item 4, without persuasive evidence that contradicts the findings from that inspection.

My final decision

I'm sorry to disappoint Mr G, but for the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 December 2021.

Vince Martin
Ombudsman