

The complaint

Ms S complains that National House-Building Council ("NHBC") declined her claim on her ten-year buildings warranty.

What happened

Ms S bought a new home that came with a ten-year warranty, provided by NHBC. This was due to expire in December 2015.

In July 2015 Ms S called NHBC to enquire about a claim. And on 6 December she sent an email with the full claim details.

NHBC responded to say that the warranty had expired on 5 December, so the claim had been made outside of warranty cover and therefore wouldn't be accepted. Ms S subsequently complained but NHBC maintained its position.

Unhappy with this, Ms S brought her complaint to this service. Our investigator didn't think NHBC had treated Ms S fairly by not accepting the claim. As she said Ms S had made her intention to claim clear in the phone call of July 2015 and had provided evidence to show she wrote to NHBC at the end of November 2015 notifying it of the claim. So she recommended NHBC accept the claim and settle it in line with the warranty terms and conditions.

Ms S accepted our investigator's recommendation, however NHBC didn't. It said as the claim was made outside of the warranty period, it was right that it wasn't accepted. It asked for the complaint to be reviewed by an ombudsman.

.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 note that the warranty document states a claim should be notified "as soon as possible within this period of cover". And from what I've seen, it seems NHBC received details of the claim the day after the policy expired. However I need to consider if NHBC has treated Ms S fairly in the circumstances, and having considered everything I don't think it has here. I'll explain why.

Ms S called NHBC in July 2015 and stated that she wished to make a claim for a number of issues. I've listened to this call and her intention to make a claim is clear. Further, NHBC advise that the warranty 'expires in December' but don't give an exact date. Given the proximity to the end of the policy, and Ms S' intention to claim, I think NHBC should have made this clearer at this point or in the email after the call.

Ms S has also provided a copy of a letter dated 27 November 2015 that she says she sent to NHBC. This gives details of the claim she was trying to raise.

While it seems NHBC didn't receive the letter within the warranty period, and the first notification received was on 6 December, I have no reason to doubt that the letter was sent as Ms S describes.

For these reasons, I think Ms S did enough to notify NHBC of her claim within the warranty period. And I therefore don't think NHBC has acted fairly by refusing to accept it. I therefore agree with our investigator that NHBC should accept the claim and settle it in line with the remaining policy terms and conditions.

My final decision

For the reasons I've given, I uphold Ms S' complaint and require National House-Building Council to accept Ms S' claim as laid out in her email of 6 December 2016 and settle it in line with the warranty terms and conditions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 25 May 2022.

Sophie Goodyear
Ombudsman