

## **The complaint**

Ms P complains National House-Building Council (NHBC) has unfairly declined her Building Warranty claim.

All references to NHBC also include its appointed agents.

Ms P is being represented by Mr P. For ease, I will refer to Mr P below.

## **What happened**

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.

Having done so, 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 cost of putting right any physical damage caused by a defect. This list isn't exhaustive however, so it won't cover every single issue that could come up in a new build property.
- It's not in dispute the rendering hasn't been applied in line with the manufacturer's guidance. But I'm not persuaded there is physical damage caused by this defect.
- While there is 'ghosting' on the gable side of the house, NHBC have suggested this could be attributed to cracking caused by thermal movement. And I've not seen any evidence that supports that this is due to the application of the render or that it would constitute physical damage as set out by the policy.
- I've considered what Mr P has said about the potential impact the rendering application could have in coming years. But the warranty provides cover for a defect causing physical damage, and at that particular time. So should a claim be successful, this wouldn't necessarily mean the rendering would be removed and completely replaced as suggested by Mr P.
- I've also considered NHBC have provided a costed scope of works in the event repairs were carried out. I can see its costing falls below the minimum claim value set out in the warranty. So, repairs would not be undertaken in any event. I've not seen any alternative costing or sufficient evidence that persuades me this is obviously wrong.
- So, considering everything I've set out above, I won't be interfering in NHBC's decision to decline the claim.

So for these reasons, I do not uphold this complaint.

**My final decision**

My final decision is that I do not uphold Ms P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 20 December 2022.

Michael Baronti  
**Ombudsman**