

## The complaint

Mr and Mrs B complain National House Building Council unfairly declined their building warranty claim.

## What happened

In June 2021 Mr and Mrs B noticed a problem with a tiled floor in their new build home. They claimed on their NHBC building warranty. They said there had been a failure to seal a floor screed. This had resulted in some tiles rising, with others sounding hollow when tapped. But NHBC declined the claim, saying the damage wasn't covered by the policy terms.

Mr and Mrs B complained about the decision. In April 2021 NHBC responded. It said the criteria for a valid claim hadn't been met. But it apologised for poor customer service. This included not responding to emails within reasonable time. It offered £350 to recognise the inconvenience involved.

Mr and Mrs B weren't satisfied with that outcome so came to this service. To resolve their complaint they would like NHBC to accept the claim and repair the floor. In November 2022 our investigator considered the complaint. She felt NHBC had acted in line with the policy terms when declining the claim. She considered £350 to be a fair level of compensation for the poor customer service. So she didn't recommend NHBC do anything differently. Mr and Mrs B didn't accept that outcome, so the complaint was passed to me to decide.

In March 2023 I issued a provisional decision. In it I explained why I didn't intend to require NHBC to pay Mr and Mrs B's claim or to do anything differently. The reasons given form part of this final decision, so I've copied them in below. I invited the parties to provide anything they would like me to consider before issuing a final decision. NHBC didn't send anything. Mr and Mrs B provided a detailed response.

### ***What I've provisionally 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 don't intend to require NHBC to pay the claim or do anything differently.*

*Mr and Mrs B's policy covers:*

*'if there is physical damage to your home because the builder failed to build the following parts of your home to meet the NHBC requirements.*

- *Staircases, floor decking and screed to the inside of the main structure, if they fail to support normal loads.'*

*So for any physical damage to be covered the policy requires the screed to not have been built to NHBC standards and for it (the screed) to fail to support normal loads.*

*NHBC says there's no evidence of structural deterioration to the mortar screed – and therefore the lack of sealant to a screed does not meet the required criteria for a claim to be accepted.*

*Mr and Mrs B say a failure in the final process to the screed allowed moisture from below to find its way to the underside of the tiles/adhesive causing a breaking of bond between tile and adhesive. They describe this as a failure of under structure. I accept there may be a problem with the bond between tiles and screed. However, I'm not persuaded, as required by the policy, that the screed is failing to support normal loads.*

*Whilst it's possible there's an issue with the construction these types of warranties aren't designed to cover everything that may go wrong with a new build. Unfortunately for Mr and Mrs B NHBC's decision, that the damage to theirs, isn't covered by their policy is in line with the terms and isn't unfair or unreasonable.*

*I also agree the compensation already paid by NHBC is enough to recognise the impact on Mr and Mrs B of any poor customer service during the claim. So I'm not going to require it to do anything differently.*

### **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.

As this is an informal service I'm not going to respond here to every point Mr and Mrs B made in response to the provisional decision. Instead I've focused on those I consider to be key or central to the complaint. In addition some comments, like NHBC's involvement with building regulations inspections, is outside the remit of this service. But I would like to reassure both that I have considered everything they provided.

As I explained in my provisional decision for physical damage to be covered by the policy it must result from the screed not being built to NHBC standards - and for it the screed to fail to support normal loads. I said I wasn't persuaded the screed was failing to support normal loads.

Mr and Mrs B say it's clear the screed has failed this test. They explain screed loads (and floors generally in any residential building) will in practice include floor coverings (tiling etc), furniture, fittings and use by the residents and visitors. They say these are the normal loads for a hallway floor.

I've considered Mr and Mrs B's latest comments, their photos and the report from their contractor. But as I've ready said I accept there may be a problem with the bond between tiles and screed. And some may have become detached. However, I'm haven't been persuaded, by what I've seen, that the screed itself is failing to support normal loads.

### **My final decision**

For the reasons given above, I don't require National House Building Council to pay Mr and Mrs B's claim or to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 17 May 2023.

Daniel Martin  
**Ombudsman**