

The complaint

X and Mr M complain National House Building Council (NHBC) provided poor service for a building warranty.

NHBC's been represented by agents at points. For simplicity, in places, I've referred to the agent's actions as being NHBC's own.

X and Mr M are both complainants. X has been the main correspondent. But for ease of reading, from this point, I only refer to her.

What happened

X purchased a house. It came with an NHBC building warranty. X has had various problems with the house. She's made claims. She's had disputes with NHBC. This Service has previously considered complaints she's referred here. I don't consider it necessary to set out the history in detail here. Instead, I've focused on only the subject matter of this complaint.

In June 2024 X raised a new complaint with NHBC. This decision considers the subject of that complaint. Her complaint included the following. NHBC provided building control certification for work that breached multiple building regulations. It effectively ended her policy early by not communicating with her. NHBC incorrectly applied the terms of her policy - by requiring there to be proven damage for a successful claim. Instead, she considers the policy pays out when there are building regulation breaches or safety issues without the need to demonstrate damage.

NHBC responded on 18 October 2024. It considered events since its previous complaint response on 20 October 2023. The October 2024 response included the following. It didn't accept it had stopped communicating with X. It said its claims team had emailed her on numerous occasions. In regard to the policy not requiring 'damage' it said the section of the policy X referred to (Section Four) doesn't cover roofs. So her roof related claim couldn't be considered under it.

NHBC said as it had previously responded to complaints about claim decline decisions it wouldn't be making any further comments. In response to X's comments about the opinion of the surveyor, NHBC referred to a previous offer it made to cover the cost of a surveyor inspecting her roof. It said it hadn't been provided with a surveyor's report. It requested she forward it any relevant report for its consideration. It repeated a previous proposal to investigate X's roof for a leak.

X wasn't satisfied with NHBC's response. So our Investigator considered her complaint. She looked at events between October 2023, the date of a previous complaint response and October 2024, the date of the response relevant to this complaint. Her assessment included the following. She said any of NHBC's actions when providing building control certification isn't a 'regulated' activity. So this Service is unable to consider a complaint about it. She agreed with NHBC that roofs aren't covered by Section Four of the policy. She wasn't persuaded NHBC had ignored or stopped communicating with X. As she didn't accept that outcome the complaint was passed to me to decide.

X has referred to various issues I considered in a different complaint. These include its proposed investigation for a leak in X's property's roof. As I've already considered those issues I won't be doing so again here.

I can't consider X's complaint point about NHBC's actions when providing building regulations certification for her property. As has been explained this Service can only consider complaints about relevant 'regulated' activities. That's broadly activities regulated by the Financial Conduct Authority. The relevant regulated activity for this complaint is 'carrying out contracts of insurance'. Any involvement of NHBC in buildings regulation inspections wouldn't be considered as forming part of that, or any other, regulated activity. That's the case even where the NHBC policy provides cover related to building regulations breaches under Section Four of the policy.

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 or piece of evidence X and NHBC have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I've considered the same date range as the Investigator. I realise X finds that frustrating. But where there is a series of complaints, for reasons of practicality, it's usually necessary for us to set identifiable boundaries for each complaint.

X has said NHBC has misapplied her policy terms during the life of her cover. She says it doesn't require, for cover to kick in, for 'damage' to be caused by a defect. Instead, all it requires is identification of a building regulation or NHBC technical requirement breach.

However, Section Three of her policy does require the identification of 'damage' caused by a breach. That section covers certain parts of the property - including roof coverings. Section Four of the policy provides cover where there is a present or imminent danger to the health and safety of the occupants because the property doesn't comply with building regulations.

NHBC has said her claims weren't payable under Section Four as it doesn't cover roofs. Further it said there was no danger to health and safety of the occupants. As far as I've seen X's claims related, generally, to roof coverings. Having looked at the terms I can't see that Section Four covers those items. However, Section Three does. So I can't say NHBC's response to her complaint point about this was unfair or unreasonable.

NHBC, in response to X's complaint it had stopped communicating with her, provided a timeline of its attempts to contact her. It claims to have emailed her on several occasions to find out if she was ready to proceed with its proposed investigation work. I'm satisfied it didn't stop communicating with her. NHBC did fail to respond to the June 2024 complaint. It's said it doesn't have a record of X's email. It's not certain what happened here, but NHBC responded promptly once this Service notified it of the complaint. For that reason, I can't say X lost out or was affected in any significant way by any poor service involved.

X provided second hand comments from her roofer and a surveyor about the condition of her roof. NHBC didn't respond to these directly or give further consideration to her earlier claims. I can't say that was an unreasonable response. NHBC said it hadn't been sent a surveyor's report, despite offering to pay for one. Neither did X provide, as far as I'm aware, NHBC with

a report from her roofer. She only provided a second-hand account of the roofer's comments. Reports or comments direct from the roofer or surveyor would be more persuasive evidence for NHBC and this Service to consider. In the absence of that I can't say NHBC acted unreasonably by not directly addressing the related points made by X.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X and Mr M to accept or reject my decision before 4 March 2025.

Daniel Martin
Ombudsman