

The complaint

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

Mr and Mrs L are both complainants. But for ease of reading, as she's been the main correspondent for the claim and complaint, I've only referred to her below.

What happened

Mrs L purchased a property. It came with an NHBC building warranty. She made a claim against the warranty. A door security chain fitting had come off of, and damaged, a plasterboard wall. NHBC declined the claim. It said the damage wasn't the result of a construction 'defect' as required for the warranty to provide cover.

Mrs L raised a complaint about NHBC's response to her claim. She said a chain being fitted to a hollow plasterboard wall is a defect. In response NHBC said the decision to decline the claim had been made correctly. It didn't uphold Mrs L's additional complaint point about its conduct and communication during the claim.

Unsatisfied with NHBC's response Mrs L referred her complaint to the Financial Ombudsman Service. She said it had failed to fulfil the requirements of her warranty and should have foreseen a defect. She also complained NHBC had failed to notify her of an inspection visit and had incorrectly discussed the claim with her husband. To resolve her complaint Mrs L would like NHBC to accept her claim.

Our Investigator found NHBC's decline of the claim to be in line with the terms of the policy. So she didn't recommend it settle it or do anything differently. As Mrs L didn't accept that outcome the complaint was passed to me to decide.

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 Mrs L 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.

Due to the date of loss and claim Mrs L's claim was considered under Section 3 of her warranty. For cover to be provided under this section it's required for there to be physical damage to the property as a result of the builder failing to build a listed part to comply with NHBC's requirements. So a failure to build a listed part to comply with its requirements is what NHBC considers to be a 'defect'. Because of these specific requirements Section 3 doesn't cover all failures of design, build or workmanship.

'Walls' are a listed part. But the issue isn't with the wall itself. Instead the issue is the fitting of a fixture - the security chain - to plasterboard. Security chains or fixtures and fittings aren't listed parts.

Mrs L says the fitting of the chain to plasterboard was defective and poor workmanship. However, it's still required for the damage, claimed for, to result from a listed part, for example the wall, not being built to NHBC requirements. I haven't been persuaded the damage results from a failure to build a listed part to those requirements. So NHBC's decline of the claim is fair and in line with the terms of the warranty.

Mrs L also raised concern at NHBC's communication during the claim. I've considered her points and NHBC's response. I'm not persuaded it acted unfairly or unreasonably when arranging a site visit or when communicating with her or her husband. It's unfortunate if she didn't receive some emails NHBC sent. But I don't consider it to be responsible for that.

NHBC, Mrs L has indicated, has failed to comply with the law. It's not for me to decide if it has or hasn't. That's something better suited to the courts. But within my remit I'm satisfied it's responded to the claim in line with the terms of the warranty and has treated Mrs L fairly and reasonably. So I'm not going to require it to accept her claim or to do anything differently.

My final decision

For the reasons given above, I don't uphold Mr and Mrs L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 26 January 2025.

Daniel Martin
Ombudsman