

The complaint

Mr and Mrs B have complained about their building warranty provider, National House-Building Council because it has declined their claim for defective mortar.

What happened

Mr and Mrs B have a home which benefits from a ten-year warranty. In year eight of the cover they discovered an issue with the mortar used to build their property – an expert report found some of it wasn't up to NHBC's specified standards. So they made a claim to NHBC, expecting it to rectify the problem.

NHBC considered the claim. It noted some mortar was missing from the property. It determined the mortar which remained was not fragile. It noted a policy exclusion for mortar erosion where the structural stability and weathertightness of the home are not affected. It noted there were no such issues at Mr and Mrs B's property. It declined the claim.

Mr and Mrs B were unhappy, they felt the findings of their report had largely been ignored and that it wasn't fair for NHBC to rely on the mortar erosion exclusion. They said this was not an issue of erosion – the mortar was missing because it had failed due to it not being of the specified standard. When NHBC wouldn't change its position, they made a complaint to the Financial Ombudsman Service.

Our Investigator was satisfied NHBC had reached a fair and reasonable decision in the circumstances. So she did not uphold the complaint.

Following a further response from Mr and Mrs B, our Investigator reaffirmed her view on the complaint. Mr and Mrs B said they wanted an Ombudsman's decision as their complaint required an "in-depth legal stance on the warranty particulars".

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, with regret for the upset I know this will cause Mr and Mrs B, I find my view is the same as that of our Investigator. Further whilst I've noted above the type of review they'd like to receive, I need to explain that whilst such an assessment might be obtained from the courts, this Service has a fair and reasonable remit. Our purpose is to offer quick and informal reviews, as an alternative to the courts. So I won't be giving a view on the points Mr and Mrs B have set out which explain, why they think, from a legal viewpoint, NHBC can't fairly rely on the mortar exclusion.

What I can explain is that the warranty offered by NHBC offers more restricted cover in years three to ten of its term. Essentially, whilst the warranty in the first two years offers certain protection for the home not being built in line with NHBC standards, during the last eight

years of cover NHBC's focus falls on covering damage which has been caused because the build standards weren't met. But, like many policies of its type the cover is only for damage to certain things, and there are exclusions – so damage NHBC isn't prepared to cover.

The relevant exclusion here is: "mortar erosion that does not damage the structural stability of your home or mean that it is no longer weather tight". Mr and Mrs B haven't suggested NHBC is wrong in its conclusion that neither the structure nor the weathertightness of the property have been affected by the mortar issue.

It's worth noting the exclusion doesn't give any caveat to loop damage back in – such as, if the mortar erosion has been caused by a defective mix, there will be cover regardless of a lack of impact on the structural stability or weathertightness. So whilst Mr and Mrs B obtained a report from an expert who had undertaken testing of specimen mortar samples and considered the results against NHBC standards, that doesn't assist them here. The exclusion removes NHBC's liability for mortar erosion where there is no impact on the property's structural stability or weathertightness. Unfortunately for Mr and Mrs B, it doesn't matter what triggered the erosion.

As indicated at the outset of these findings, I'm satisfied NHBC declined the claim fairly and reasonably, as allowed for by the warranty exclusion. So I don't require NHBC to review or revise its position.

My final decision

I don't uphold the complaint. I don't make any award against National House-Building Council.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 21 April 2026.

Fiona Robinson
Ombudsman