

## **The complaint**

Mr S complains National House Building Council unfairly declined his building warranty claim.

## **What happened**

Mr S made a claim against his NHBC building warranty. He said the builder of his property had failed to fit cladding boards correctly – leaving them without edging. He said this was allowing water ingress and causing damp.

NHBC said his policy provides cover if there is physical damage to his home as a result of the builder failing to build it in line with its requirements. It said there was no physical damage to Mr S' home. So it declined the claim. In March 2024 NHBC responded to his complaint. It said his case had been reviewed but the claim decline was the correct decision.

Unsatisfied with NHBC's response Mr S referred his complaint to the Financial Ombudsman Service. He said water is causing damp by getting in where missing boards should be. To resolve his complaint he said he would like NHBC to pay for required repairs.

Our Investigator considered the claim had been fairly declined. The criteria for a valid claim hadn't been met. Mr S wasn't happy with that outcome. He added the claim had been declined because of discrimination. The Investigator considered Mr S' comments on that point. But she wasn't persuaded NHBC had treated him unfairly. So she didn't recommend NHBC settle the claim or do anything differently. As Mr S didn't accept that as a resolution 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 Mr S 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 checked Mr S' policy's terms. As the claim was made more than two years after the building's completion date it was considered under Section 3. This provides cover if there is physical damage to his home because the builder failed to build listed parts, including external cladding, to meet NHBC requirements.

NHBC's inspector found no evidence of any physical damage, failure or water ingress. Mr S hasn't provided persuasive evidence of physical damage. Having considered the available photos and NHBC's inspector's comments I can't say its decision to decline the claim, for the absence of physical damage, is unfair or unreasonable.

NHBC said it wouldn't expose the relevant area to look for physical damage – but if Mr S did it would consider any resulting evidence of physical damage. I'm satisfied that's a reasonable approach. I wouldn't expect NHBC to make intrusive investigations when there's no evidence of likely damage.

Mr S said the claim was declined based on his protected characteristics – rather than because it wasn't a valid claim. It's not my role to make a legal finding about whether the Equality Act 2010 has been breached – only a court can do that. I have, however, taken the Equality Act 2010 into account when deciding this complaint. And having considered all the evidence, including Mr S' comments about the attitude of NHBC, I'm not persuaded it has treated him differently to how it would've treated any other customer in similar circumstances. Nor do I consider it acted unfairly or unreasonably.

### **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 Mr S to accept or reject my decision before 17 December 2024.

Daniel Martin  
**Ombudsman**