

The complaint

Mr and Mrs D complain National House Building Council ("NHBC") settled their building warranty claim unfairly.

What happened

In February 2022 Mr and Mrs D moved into a six-year-old property. Some months later they found water to be entering through the west elevation of its roof. Later the same was found with the rear elevation.

Mr and Mrs D asked NHBC to, under their building warranty policy, cover the cost of recovering the entire roof. But it only agreed to pay the cost, around £9,000, for the rear and west elevations to be recovered.

NHBC responded to a complaint from Mr and Mrs D. It referred to a limitation in the policy to decline their claim for the entire roof. It said the policy doesn't cover roof coverings unless the damage results in entry of water into the home. Mr and Mrs D weren't satisfied so came to this service. They have paid for the entire roof to be recovered so want NHBC to pay them the additional cost - around £7,000.

Our Investigator felt NHBC had acted fairly and in line with the terms of Mr and Mrs D's warranty. So he didn't recommend it do anything differently. As they 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 Mr and Mrs D and NHBC 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 provided.

Section three of Mr and Mrs D's policy is the relevant part of the warranty. It says *'this section applies if there is physical damage to your home because the builder failed to build parts of your home to comply with the NHBC requirements'*.

NHBC seems to accept the builder failed to build the roof to comply with its requirements when installing the roof covering.

Section three also says *'You cannot claim for: damage to the roof covering... unless the damage results in the entry of water into your home'*.

There was evidence of water entering through the west and rear elevations. However, water hasn't entered the property through the remaining parts of the roof. So, based on the terms, the additional areas aren't covered by the policy.

However, Mr and Mrs D feel it would be fair for NHBC to cover the entire roof. They say the same faults were found across the entire roof – so it's more than likely water would in future have entered through the other areas of the roof.

I've considered Mr and Mrs D's points to decide if a fair outcome would be for NHBC to pay for the entire roof. I agree its possible water may have entered through the other areas, in future, if they hadn't been repaired as well. But I haven't been provided with anything to make me think that was an imminent or highly likely outcome. And I've no reason to believe the west and rear elevations couldn't be provided with a lasting and effective repair independently of the remaining areas.

So I can't say NHBC's decision not to cover the entire roof was unfair or unreasonable. That means I'm not going to require it to pay for the additional areas or to do anything differently.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 24 October 2023.

Daniel Martin
Ombudsman