

The complaint

Mr B complains National House-Building Council (“NHBC”) have unfairly declined his building warranty claim.

The details of this complaint are well known to both parties, so I won’t repeat them again here. Instead I’ll focus on giving my reasons for my decision.

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, I agree with the conclusions reached by the investigator for these reasons:

- Under section 3 of the warranty, in years three to ten, NHBC will pay the full cost of repairs to physical damage caused by a defect in certain parts of the property. This list isn’t exhaustive however, so it won’t cover every single issue that could come up in a new build property
- Mr B had previously reported water ingress in his roof space, which NHBC originally investigated in 2017
- NHBC concluded the visible water reported by Mr B was condensation - and the claim wasn’t covered under the warranty. I can see from the Investigation report NHBC checked the ventilation and insulation and were unable to highlight any defects at the time
- Mr B says the issues presented themselves again around January 2021. NHBC agreed to reattend the property and again identified the issues to be condensation - and not related to water ingress through the roof coverings
- In their updated report, NHBC suggested some scenarios that *could* be contributing to the condensation but has not concluded there was a defect.
- As these scenarios weren’t presented to Mr B previously, I can understand why he feels they were missed. But the report from the visit in 2017 shows clear detail about why the claim was declined and says the ventilation and insulation were checked at the time. I can see photos were also taken. So I think a thorough investigation took place
- So I’m not persuaded NHBC missed the issues in the first visit, but were simply trying to offer advice to Mr B regarding possible causes of the condensation

- I understand Mr B's frustration that he's experiencing issues with his property, but I don't think NHBC have acted unreasonably in declining his claim. A defect hasn't been identified that is covered under the policy. NHBC has relied on detailed reports in coming to their decision and I've not seen anything to persuade me their conclusion is obviously wrong
- NHBC said they would consider any further evidence from Mr B - if for example he were to appoint an independent contractor to assess the damage. This is what we would expect NHBC to do in the circumstances. So I don't think they've acted unreasonably here

My final decision

My final decision is that I do not uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 October 2021.

Michael Baronti
Ombudsman