

The complaint

Mr and Mrs J complain that National House-Building Council (NHBC) unfairly turned down a claim on their building warranty policy.

What happened

Mr and Mrs J's new-build home is covered by a ten-year building warranty policy. In years three to ten, they made a claim for roof defects. The defects were allowing water to pass behind the gutter which then would run down the outside wall of their house and soak into the brickwork. Because of this they claimed on their policy with NHBC as they said it would likely cause damage to the brickwork and eventually get into their home and cause damage.

NHBC reviewed the claim and turned it down as they said gutters weren't covered by the policy. Mr and Mrs J disagreed and complained. They said the problem wasn't with the gutter but instead was with the roof underlay which should be dressed into the gutter. NHBC reviewed the complaint but didn't change its position so Mr and Mrs J referred their complaint here.

Our investigator reviewed the complaint and didn't recommend it was upheld. She found that while NHBC had said the problem was with the guttering, they'd also referred to the policy terms which said defects with the roof weren't covered unless water was getting into Mr and Mrs J's home. So, while she agreed the roof underlay hadn't been installed correctly, as water wasn't getting into Mr and Mrs J's home, she agreed the claim wasn't covered by the policy.

Mr and Mrs J disagreed, they said the underlay clearly hadn't been installed correctly and this was causing water to run down the side of their home which would eventually result in damage.

As Mr and Mrs J didn't agree the complaint has come 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.

The terms and conditions NHBC have relied upon are covered in section three of the policy and they say claims aren't covered for the following:

“Damage to the roof covering (including any underlays, fixings, mortar and weatherproofing details) unless the damage results in water getting into your home.”

I've reviewed the images Mr and Mrs J have provided and their explanation of what's happened. And while I can understand their frustration as the underlay hasn't been installed correctly, it doesn't mean their claim is one which is covered under the policy terms and

conditions.

I say this because for the claim for the underlay to be covered, water would need to be getting into their home. Mr and Mrs J have confirmed water isn't getting into their home, and therefore it isn't covered by the policy.

I appreciate this isn't the answer they were hoping for, but I won't be telling NHBC to do anything else.

My final decision

For the reasons explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 8 July 2022.

Alex Newman
Ombudsman