

## **The complaint**

Ms D is unhappy National House-Building Council trading as NHBC has declined a claim she made under a buildings warranty policy (Buildmark policy).

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on providing 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 conclusion reached by the investigator that the case should not be upheld. I do so for the following reasons:

- Section 3 of the policy, which applies in years two to ten after completion of the property, provides cover for damage caused by defects in certain specified parts of the property. The warranty policy doesn't provide cover for every defect that could possibly occur in the build of property, nor does it cover every eventuality.
- It is agreed that the windows in question were not correctly installed and that is the cause of the water ingress. However only defects in windowpanes (i.e. the glass) are specifically listed as being covered by the policy. The actual installation of the windows isn't something that is covered. There are no defects in the windowpanes and therefore the policy will not respond in this instance.
- It is not the role of this service to review how NHBC ensures builders comply with the technical requirements referred to in the policy before it provides the Buildmark cover.

For the reasons above, I do not uphold this complaint.

## **My final decision**

My final decision is that I do not uphold Ms D's complaint against National House-Building Council trading as NHBC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 30 December 2022.

Alison Gore  
**Ombudsman**