

## **The complaint**

Mr R complains National House Building Council failed to investigate his building warranty claim properly.

## **What happened**

In 2021 Mr R made a claim against his NHBC building warranty policy. He reported darkening of plyboard below a parapet gutter. NHBC investigated the issue. In February 2021, NHBC's claim investigator (CI) found the darkening to be caused by condensation during winter months. He found there was no 'physical damage' nor a 'defect, as required by the warranty for a successful claim. Mr R was told the claim wouldn't be taken any further.

In January 2024 Mr R contacted NHBC to explain there was now water ingress and staining on a ceiling below the parapet gutter. Having recently reviewed the CI's 2021 investigation report, Mr R said it was clear the underside of the roof parapet hadn't been assessed. Mr R was of the opinion, had it been assessed, water ingress would have been discovered as the cause of the plyboard darkening, rather than condensation. He requested NHBC reopen the investigation into his claim.

In response NHBC's CI, from 2021, said he had inspected the plyboard below the parapet gutter. He said there had been no evidence of wetness, or damage to ceilings below, despite gale force winds and moderate rain the week before. He considered, as there had been very wet and windy weather since February 2021, there would have been damage to the ceiling much sooner if there had been any water ingress at that time. He continued to decline the claim, refusing to reopen the investigation.

In response to a complaint from Mr R, NHBC repeated the CI's position and arguments. It said mould to the underside of the roof parapet gutter had been caused by condensation, with there being no evidence of water ingress, and the roof observed to be in good condition. NHBC concluded the original investigation was reasonable and the claim decision correct. It added it was unable to consider the matter under a new claim as the policy expired in December 2023, prior to Mr R reporting the water staining.

Unsatisfied with NHBC's response, Mr R referred his complaint to the Financial Ombudsman Service. To resolve his complaint, he said he would like NHBC to reimburse him £2,200 - the cost of repairing his gutter.

Our Investigator found Mr R hadn't shown he had a claim payable under the warranty. She was satisfied NHBC had made a reasonable investigation in February 2021, finding no evidence of physical damage to his home. So she didn't recommend NHBC reopen the claim, accept it or do anything differently. As Mr R 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 R 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.

For me to require NHBC to cover the gutter repair costs I'd need to be persuaded there was a claim covered by the terms of Mr R's warranty. Whilst I'd expect NHBC to undertake a reasonable investigation, ultimately it's for the policyholder to evidence they have a payable claim. I've considered the warranty terms and the available evidence.

The relevant part of the warranty requires NHBC to pay the full cost, if its more than £1,200, of putting right any physical damage to Mr R's home which is caused by a 'defect' in respect of any of the listed parts of his home. Defect is defined by the policy as: 'the breach of any mandatory NHBC requirement by the builder or anyone employed by or acting for the builder'. I haven't been shown there was most likely, in February 2021, physical damage caused by a defect - as defined by the warranty.

The CI's report from that time doesn't find or show any damage, beyond darkening of wood. Replacing That wood on its own would seem unlikely to have cost more than £1,200 to repair. Neither does the report find any 'defect' as defined by the warranty. Mr R hasn't provided anything to show there was one.

Mr R questions the extent of NHBC's investigation. In response the CI states he did inspect the relevant area, finding no issue of concern. I can't know for certain either way. In any event I find NHBC's argument that, if there had been a leak at that point, the damage to the ceiling would likely have been evident much earlier than it was. I say that having considered Mr R's theory about plyboard and insulation slowing the process by absorbing water from a small leak.

I accept Mr R's theory may be what did happen, but without expert evidence to support it, I'm not persuaded its most likely. Overall, I can't say it's been shown there was physical damage caused by a defect in February 2021. So I don't find NHBC's decision to decline the claim to have been unfair or unreasonable.

Even if I agreed with Mr R that NHBC didn't undertaken a reasonable investigation, by failing in 2021 to inspect the underside of the parapet, I still wouldn't uphold the complaint. To do so, I'd need to be persuaded that any failure made a difference to the outcome of the claim. The available evidence doesn't reasonably allow me to make that finding.

Unfortunately, Mr R notified NHBC of the recent damage outside of the warranty's notification period – that ended in December 2023. I realise this will be frustrating for him, but for that reason, I can't say NHBC acted unfairly by not considering it under a new claim.

I'm not going to require NHBC to reopen the 2021 claim investigation. Mr R arranged for a roofer to do work on the guttering he feels was leaking. So it's unlikely any further investigation would be able to determine if a defect existed prior to expiry of the policy.

### **My final decision**

For the reasons given above, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 March 2025.

Daniel Martin  
**Ombudsman**