

## **The complaint**

Miss A complains about National House-Building Council's decision to decline a claim she made under her property warranty.

## **What happened**

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Miss A had a new build property warranty with NHBC which covered her home. The warranty ran for 10 years from August 2015.

She made a claim in mid-March 2025 after roofers she'd used reported some issues with her roof.

NHBC declined the claim, pointing out that the policy covered issues with the roof only if there was an ingress of water to the property. They also advised Miss A to get repairs carried out as soon as possible to prevent any future damage.

Miss A went back to NHBC in early June 2025, saying the roofers had identified further issues with the roof.

NHBC responded again advising Miss A to get repairs carried out as soon as possible. And they said that if she didn't do so, she wouldn't have a valid claim later if water did get into the property

Miss A wasn't happy with this and made a complaint to NHBC. She referred to the issues with the roof and also mentioned cracks at the junctions of the walls and ceiling in one of her bedrooms, which she believed may be related to the issue with her roof.

NHBC didn't uphold the complaint. They said they'd told Miss A in March that she should get repairs carried out as soon as possible to prevent any risk of future damage.

Miss A wasn't happy with this outcome and brought her complaint to us. When we asked NHBC about it, they maintained that the decision to decline the claim was correct but they offered to pay Miss A £100 in compensation for the delays in handling her claim.

Our investigator thought that was fair. But Miss A disagreed and asked for a final decision from an ombudsman.

## **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.

NHBC didn't uphold Miss A's complaint in June 2025. However, they did agree to send out a

surveyor to assess the damage at the property.

In essence, he said there was no sign of water ingress through the roof. He pointed out that some small marks on the bedroom ceiling were dry at the time of his inspection (in July 2025) – and had no corresponding water marks or traces on the same ceiling board's upper surface in the loft (he took photos to confirm this).

He also said the cracking was not caused by water ingress (unsurprisingly perhaps, since he'd found no evidence of water entering the property) or any other issue with the roof. Rather, it was consistent with drying shrinkage, thermal movement or movement between different building materials.

In short, he said the issues in the roof were not covered by the warranty because there was no water ingress causing physical damage. And the cracking wasn't covered because the policy excluded damage caused by shrinkage, thermal movement or differential movement in building materials.

The surveyor also inspected the building internally and externally and found no signs of any structural issues or movement.

Based on that expert opinion – and indeed, the evidence provided by Miss A herself - I can't reasonably conclude that NHBC's decision to decline the claim was unfair.

I can understand Miss A's frustration that the builder carried out seemingly sub-standard work on the roof when constructing the property, but the warranty (originally sold to the builder, of course) doesn't cover all sub-standard work.

The policy terms set out what NHBC are willing to cover. And NHBC are entitled to decide what to cover, as long as they make that clear in the policy terms.

The warranty is intended to cover *only* fundamental issues with the structure or water-tightness of the property, where these arise from defects in the build *and* result in actual damage. It does not provide cover for any and all examples of poor building.

I don't think NHBC are denying that Miss A's roofer found evidence of sub-standard work in the roof. But the policy is quite clear that they don't cover all sub-standard work. And when it comes to the roof, they cover issues only if there is an actual ingress of water (where, in other words, the water-tightness of the property is compromised).

The expert report provided by NHBC is quite unequivocal in saying that there is no evidence to suggest water ingress – and the reasoning and photographs provided quite clearly support that view.

I should also say that if there had been an ingress of water between March 2025, when Miss A first reported the issues to NHBC, and July 2025, when the surveyor visited the property, NHBC would still have been entitled to decline the claim.

There are provisions in the policy which say that they won't cover damage which occurs because the policyholder has neglected to address known and identified issues.

NHBC made it clear to Miss A from March 2025 onwards that she should get her roof repaired. And that if she didn't do so, she wouldn't have a valid claim if those same issues then led to water ingress – and damage to her property – at a later date.

## **Putting things right**

So, I agree with our investigator that NHBC are entitled to decline Miss A's claim.

However, NHBC have admitted that the claim might have been dealt with more speedily. And I think it remained unclear to Miss A why an inspection followed *after* her claim had already been declined.

That has caused Miss A some inconvenience. It's also potentially led to raised expectations which were then disappointed.

For that level of minor inconvenience, over a relatively short space of time, I agree that £100 is fair and reasonable compensation.

To be clear, because NHBC didn't offer that compensation before we became involved in Miss A's complaint, I'm obliged - in order to bring about the outcome that NHBC have now proposed - to uphold this complaint (with a change in outcome).

## **My final decision**

For the reasons set out above, I uphold Miss A's complaint.

National House-Building Council must now pay Miss A £100 in compensation for her trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 13 March 2026.

Neil Marshall  
**Ombudsman**