

The complaint

Mr S and Mrs S complain about National House-Building Council's handling and settlement of a claim made under their new build property warranty.

What happened

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

Mr S and Mrs S have a new build property warranty with NHBC which covers their home.

The property was a show home and has two non-functional fibre glass dormers in the roof, presumably put there to improve the aesthetic look of the property from the front.

Mr S and Mrs S made a claim in April 2024 after discovering that water was getting into the property around the dormers.

NHBC accepted the claim. And after assessment, set out a schedule of works to address the leaks. They costed the works at £4,051.20.

Mr S and Mrs S obtained a quote from a roofer (who I'll refer to in this decision as P) at £4,300 plus VAT.

NHBC assessed the quote and agreed to increase their settlement offer by £817.10. This reflected their view that whilst P had highlighted some reasonable additional work, they'd also quoted for some work which wasn't necessary and they'd over-estimated the number of tiles that might be broken during the repair work.

NHBC suggested that Mr S and Mrs S might want to get another quote for the works, given that the settlement figure wouldn't entirely cover the quote from P (it was around £300 short).

Mr S and Mrs S accepted that offer – as full and final settlement of the claim – and the money was paid over by NHBC.

Mr S and Mrs S then engaged a different roofer (who I'll refer to as C) to carry out repairs to the roof around the dormers. This was at a cost of £2,760.

In early 2025, Mr S and Mrs S made a new claim to NHBC.

There was an issue with a bay window at the property, but the repairs were below the minimum claim value. There was also a further issue with dormers, which were again letting in water.

NHBC carried out an inspection and declined the new claim. They said the damage to the property (via the dormers) was in effect due to the same cause as the previous claim. And if the work they'd specified previously – and paid for - had in fact been carried out, the new damage would not have occurred.

Mr S and Mrs S weren't happy with this and made a complaint to NHBC. And when NHBC maintained their decision to decline the claim, they brought their complaint to us.

Our investigator looked into it and didn't think NHBC had done anything wrong.

Mr S and Mrs S disagreed and asked for a final decision from an ombudsman. They believe there is a fundamental flaw with the build of the dormers and that NHBC should pay for them to be removed.

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's scope of works for the repairs was in essence as follows:

- erect scaffolding;
- strip roof covering to aprons (at sides of dormers and at base);
- reset underlay and battens, re-form (lead) flashings, and form secret guttering and supported front apron flashings;
- make good decorations;
- remove scaffold and tidy.

P's quote set out the work they intended to do. This was essentially very similar to NHBC's scope of works.

It had an arguably slightly wider removal of the roof covering. It also allowed for the fitting of both a heavy duty felt and a breathable felt. And it allowed for up to 100 broken roof tiles to be replaced. There was also more detail about how the lead would be replaced and/or re-set.

We haven't been provided with any quote C may have given in advance of them carrying out the work. However, we do have the invoice they provided afterwards.

This says they found that the lead around the dormers had nails in the corners – which impacted its watertightness. Those nails were removed and the lead "*weltd over*" back on the fibre glass "*to give it an up-stand*".

C also removed an undercloak board so that, as they put it, the rainwater ran freely down the lead and the roof "*away from the problem areas*".

It's absolutely clear then that C did not do all of the work specified by NHBC. In fact, they carried out an almost completely different set of repairs – at around half the cost. In particular, they didn't re-form or replace all of the lead work around both dormers.

This is very probably the explanation for C's quote coming in at only just over half the cost envisaged by P – and the cost agreed by NHBC.

So, Mr S and Mrs S took a settlement of close to £5,000 from NHBC – which would have covered all (according to NHBC) or almost all (according to P) of the cost of the necessary repair work.

That would include (for both NHBC and P) the replacement or re-forming of the lead around the dormers.

Mr S and Mrs S then spent £2,760 - of the almost £5,000 settlement - on the work carried out by C.

I'm satisfied then that it's not unreasonable for NHBC to say that they settled the claim (in 2024) with a settlement amount which would have paid for the re-leading (all around) of both dormers.

When a further claim was made relating to leaks to the dormers – albeit in a slightly different location), it wasn't unreasonable for NHBC to conclude that if the work they'd originally specified had been completed, the leaks would likely never have recurred.

That was the view NHBC's experts took when they inspected the property and reviewed the early 2025 claim. And there's no expert evidence to contradict that view.

I'm aware that both C and P have commented further on the roof, at Mr S and Mrs S's request, and after the second claim in early 2025.

Both have written very short emails, without any real reasoning, to suggest that the only way to solve the problem is to remove the existing dormers – and either roof over the gap or replace them with true dormer windows.

C and P are roofers, not surveyors. That's not to say they don't know their job, but they may take a very specific view on the type of construction used around the dormers.

NHBC's personnel, of course, are not independent. But they are qualified and experienced and there's no real reason at present to doubt their original specification for the repairs to the dormers.

Most persuasively for me, I have to take into account the fact that both P and C were – in 2024 – willing to quote for the *repair* work.

At that point, neither of them suggested that the only way to address and resolve the water ingress was to remove the dormers entirely. If they had thought that, at the time, then I assume they wouldn't have quoted for the repairs.

Indeed, C took the £2,760 payment for the repairs and reported back (in their invoice) on what they'd done to resolve the leaks. There was no suggestion from them, at that time, that their repairs might prove unreliable or insufficient.

Bearing that in mind, I'm not persuaded by C's later assertion – after the problems had recurred and their workmanship might have come into question – that the only satisfactory way to resolve the problem was to remove the dormers.

To a lesser extent perhaps, P's later evidence also loses weight and persuasiveness given that they were happy to quote for the repair (not removal) work in 2024.

In short, as things stand, I don't think NHBC have done anything wrong in declining the second claim from Mr S and Mrs S.

Based on the evidence and opinion they currently have in hand, it's not unfair for them to conclude that the second failure of the dormers (in early 2025) was most likely the result of C not carrying out the repairs NHBC had specified – and paid for - in 2024.

So, I'm not going to uphold this complaint. I agree with our investigator that NHBC have done nothing wrong in declining the second claim.

All of that said, *if* – in dealing with the current issue with the dormers - Mr S and Mrs S can obtain, and provide to NHBC, further expert evidence that it is absolutely necessary to remove the existing dormers to stem the leaks to their roof, then I would expect NHBC to consider that evidence and review their position on the second claim.

My final decision

For the reasons set out above, I don't uphold Mr S and Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 24 February 2026.

Neil Marshall
Ombudsman