

## **complaint**

Mr and Mrs S are unhappy with the way National House Building Council (NHBC) have handled a claim under their NHBC Buildmark policies.

## **background**

Mr S tells us that he made a claim under his NHBC Buildmark policy as the roof to his house was defective. The claim was accepted, and works were carried out to replace the roof and carry out internal works to rectify water damage. This was completed in May 2018.

Following these works Mr S says there was still water ingress in several areas of the new roof. He tells us he raised concerns with the contractors acting on behalf of NHBC.

NHBC initially said the water ingress to the new roof was coming through skylight windows in the roof which weren't covered under the policy. After further investigation it said the ingress was due to the flashing around the windows having been disturbed and damaged. It says there was no damage when the windows were installed, and someone must have tampered with the work.

Mr and Mrs S say the damage must have been caused during the work undertaken as no one else had access to the roof.

Our investigator explained that under this complaint she could only considering issues relating to the main roof of the property that Mr and Mrs S had raised with NHBC. And that other concerns would have to be raised with NHBC separately.

The investigators view was that NHBC should put Mr and Mrs S back in the position they would have been in if the roof repairs had been completed to the correct standard. And said they should:

- Complete a full investigation into the areas of the roof and windows where there is now water ingress and repair this.
- Repair the internal damage caused by the water ingress through the main roof.

The investigator initially said that NHBC should pay £200 compensation to Mr and Mrs S for the distress and inconvenience they had experienced. She considered additional testimony from Mr and Mrs S and increased the level of compensation to £2,000.

Mr and Mrs S remained dissatisfied and feel the compensation should be in the region of £20,000. So they have asked an ombudsman to decide their case.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr and Mrs S have raised a number of issues, and in this decision I am only considering the complaint about the replacement of the main roof to their property. When I refer to NHBC I include its agents and contractors.

There is no dispute that there has been water ingress, and that this has caused damage inside the property. So I won't go into great detail here. The issue is whether the water ingress is as a result of the repairs carried out by NHBC.

I've considered reports provided by NHBC, including photographs which show the newly installed flashing around the skylight windows was correctly fitted in January 2018 but appeared damaged in November 2018. I'm mindful that works were still being carried out on the property in May 2018 so I'm not persuaded that the damage couldn't have occurred after the pictures were taken in January 2018. And NHBC haven't provided persuasive evidence that once the works to the roof were completed the flashings were in a good, undamaged condition.

I note NHBC believe someone has been on the roof and tampered with it, and the water ingress is a result of this damage. I have considered this carefully, but I don't agree the evidence suggests it's likely this is the cause the water ingress. I've seen that water ingress after the roof was replaced was occurring in places that hadn't previously leaked, and Mr and Mrs S reported this to NHBC. I also note there was damage to tiles around the skylights when the scaffolding and temporary roof were removed in May 2018, and NHBC hasn't provided evidence confirming the condition of the roof once this additional damage was repaired. On balance I'm persuaded that the water ingress has occurred due to the repairs not being to the required standard.

A level of disruption is inevitable when works are undertaken. In this case the disruption lasted longer than it should've done as the replacement roof was found to be defective and further remedial work was required. I have seen that NHBC offered Mr and Mrs S £50 and later told our investigator it'd increased this to £500. This increase to £500 was after our investigator indicated to NHBC that, having considered additional testimony from Mr and Mrs S, she was likely to increase the £200 payment she'd initially suggested. Having considered the circumstances our investigator felt that the appropriate level of compensation was £2,000.

I've looked at the level of additional disruption caused to Mr and Mrs S and the level of distress and inconvenience incurred. They've put up with water leaking into their home for several months after the defective roof should've been replaced and had to empty buckets of water. They've also had to spend considerably more time speaking with and emailing NHBC and its contractors than they should've needed to. Having considered the impact of all of this, I'm satisfied that £2,000 is an appropriate payment in the circumstances of this case.

### **my final decision**

I uphold this complaint and direct National House Building Council to:-

- complete a full investigation and carry out effective repairs to the areas of the main roof where there is water ingress.
- repair the internal damage caused by the water ingress.
- pay Mr and Mrs S £2,000 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask [insert anonymised name here] to accept or reject my decision before 22 January 2021.

Martyn Tomkins  
**ombudsman**