

## **complaint**

Mr and Mrs E are unhappy about a drainage claim with National House-Building Council under the Buildmark home warranty. Mr and Mrs E also said NHBC hadn't handled the claim fairly.

## **background**

Mr and Mrs E were unhappy about smells they said were coming from their drainage in their rear garden. They contacted NHBC who investigated the smells. An investigation report was produced, and this accepted the claim under section three of the warranty. NHBC said the drainage needed to be reconfigured with another manhole added to alleviate three drains all running into one. It also said the "fall" of the drain needed to be improved. The works were done but Mr and Mrs E said the smells remained an issue. Further investigations were undertaken, and at one point a blockage was cleared by jetting the drain. Experts said later the drain was flowing adequately. Mr and Mrs E remained unhappy and said the smells persisted despite the work and checks undertaken by NHBC.

Our investigator didn't uphold the complaint. She said NHBC dealt with the claim and did the work within a reasonable timescale. She said further investigations and works were reasonably dealt with and the issue with the odour and smells didn't fall within the warranty definition of a defect or damage. Our investigator said Mr and Mrs E would need independent expert evidence to show there was further damage and they would need to present this to NHBC for further consideration. She also said NHBC dealt with the claim fairly in terms of the service provided. Mr and Mrs E didn't accept this and asked for their complaint to be passed to an ombudsman for a final decision.

## **my findings**

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

The warranty refers to putting right actual physical "*damage*" caused by a "*defect*". It's clear that at the outset of the claim damage was accepted and works were undertaken to alleviate the problem. I note that Mr and Mrs E have referred to the additional manhole as "*irrelevant*", but I can see from the report that experts felt this would resolve the problem.

At one stage jetting took place to clear a blockage and although Mr and Mrs E fear this problem will just return it did deal with the issue.

The investigation reports I've seen lead me to think NHBC has dealt with this claim reasonably under the terms of the warranty. The evidence these reports present and the actions, visits and work undertaken by NHBC I think deal with the issues put forward by Mr and Mrs E. The drains were jetted, the drainage was reconfigured leading to the new manhole and further tests later on showed that the system was in working order. I can also see on an inspection visit to the property after the extra manhole had been put in place that a "*flush test*" was undertaken. The experts confirmed that this showed no further issues with the drainage. Even though Mr and Mrs E raised issue with the smell persisting this shows further investigation was again undertaken and the system was working effectively. The experts said there was no smells or odours when they undertook the further tests.

Mr and Mrs E have taken issue with the “fall” on the drain. But I note that was covered in a report too where experts said following a CCTV survey “*the drains were left free running and fully functional. Whilst a minimal fall on the pipework was noted.*” I think this shows NHBC has acted reasonably in dealing with the claim.

With the drainage now operating NHBC didn’t think it needed to undertake any further works in relation to the odour and smells under the warranty. On the basis of the need for physical damage caused by a defect I think NHBC has acted fairly and reasonably and in line with the terms of the warranty.

Regarding the timescales and service provided by NHBC I think NHBC dealt with matter reasonably and fairly. I don’t see any lack of service or unreasonable delays. It dealt with the initial issues. When further inspections and investigations were requested it dealt with these reasonably. It acted as the warranty requires it to do and in line with the terms and conditions. Our investigator did suggest to Mr and Mrs E that they would require independent expert evidence to be able to take further action with NHBC. But as there’s been no evidence produced, I think NHBC has dealt with the claim and the service fairly and reasonably throughout.

**my final decision**

I don’t uphold this complaint.

I make no award against National House-Building Council.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr and Mrs E to accept or reject my decision before 3 July 2020.

John Quinlan  
**ombudsman**