



NHBC

NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP

Tel: 0844 633 1000 Fax: 0844 633 0022 www.nhbc.co.uk

Direct Tel: 01908 747317

Our Ref: NHBC/10590

29 July 2014

Dear [REDACTED]

Re: [REDACTED]

Further to your email dated 12 June 2014, addressed to our Chief Executive, Mr Quinton, and your subsequent communication with our Consumer Affairs Team, I can confirm that the matter has been referred to me for reply. I am sorry to learn of your dissatisfaction with the service that we provide.

At the outset it may be helpful to explain that NHBC is the standard setting body and leading warranty and insurance provider for new and newly converted homes in the UK. Our primary purpose is raising standards to protect new homeowners.

As you will be aware, the policy is divided into two main parts. During the first two years (known as the builder's warranty period) it is the builder's responsibility to rectify any defect or damage that does not comply with NHBC Standards that has been notified to them during that period. In years three to ten, we provide insurance cover as detailed in the policy booklet provided to the homeowner during the conveyancing process. In addition we can assist homeowners under our Resolution Service.

Once registered with NHBC, a builder or developer can apply for Buildmark cover on a property they are intending to build. Where Buildmark has been requested, we undertake inspections at key stages during the course of construction to satisfy ourselves that it substantially complies with NHBC Standards and is a satisfactory risk for Buildmark cover.

Our records show that the Buildmark policy applicable for your property ([REDACTED]) commenced on 20 September 2013. I understand that you initially contacted NHBC during February 2014 in relation to concerns with the excessive water ingress to the garage, missing damp proof membrane to the floor slab causing water pooling, holes in the garage wall and water percolating through the front pillars.

You advised that the issues had been raised with the builder, Taylor Wimpey Southern Counties Ltd ("TW"), during their warranty period and consequently the Claims Team, in the first instance, contacted TW and asked that they progress matters directly with you.

We received correspondence from TW advising that they would like our assistance under the Resolution Service and one of our Claims Investigators attended your home on 26 March 2014.

Following the investigation our Claims Investigator issued his report which identified non-compliance with NHBC's Standards in relation to the water ingress to the garage walls. Although garages are not required to be of the same standard as habitable parts of the

Raising standards to protect homeowners



home, where electrical services have been installed they should be isolated from the brickwork to ensure that the cabling and outlet boxes remain dry. TW were required to undertake work in that regard which needed to commence by 7 April 2014 and to be completed by 30 April 2014.

Following receipt of the Resolution report you raised some queries in relation to the definition of the garage and what Standards and Code of Practice apply in relation to the garage. Unfortunately the Claims Investigator was on annual leave and there was a delay in a reply being sent to you.

I understand that TW carried out some work; however, on 15 May 2014 you advised the Claims Team that the issue of the leaking garage walls remained outstanding. Subsequently the Claims Team clarified that as detailed in the Resolution Report the non-compliance was in relation to the electric installation and not the water tightness of the garage.

Following his return from annual leave the Claims Investigator wrote to you on the 5 June 2014 advising that he was unable to comment in relation to the planning queries that you raised as this was outside NHBC remit. However, he reiterated the findings of his investigation, confirming that the water ingress was as a result of a long period of wet weather which had caused the masonry to become saturated and this was not as a result of the standard of workmanship.

The Claims Team received confirmation from TW on 20 June 2014 that the work required to your home as referred to in the Resolution Report was complete.

Now turning to the queries that you have raised in your email of the 12 June 2014:

I understand from the review of the records that we hold the site where your property is situated has a higher than normal risk of flooding due to the high water table; however, as from our investigation it is evident that the garage is sited on a stepped plot so the high water table is not an issue and the plot should be well drained.

From the review of the weather in your area on the 18/19 December 2013, the record advises that the weather was 'wind storm' and 'heavy rain'. This suggests that the water ingress may be that of storm force which under the General Exclusions of the Buildmark policy is excluded, and in addition this could also be considered under an alternative insurance policy, such as your household insurers.

However, in order to be fair and thorough should water ingress reoccur during normal weather conditions of driving rain, so that the matter can be revaluated, please contact the Claims Team on 0844 633 1000 so that our Claims Investigator can reinvestigate the matter under the cover provided by the Buildmark policy.

In relation to '*a high standard of workmanship and possibly surface treatment (as a safeguard during construction), in order to prevent an unacceptable level of rain penetration.*' NHBC Standards advise that single leaf walls 'may require' (not 'should involve') a high standard of workmanship and possibly surface treatment to prevent an unacceptable level of rain penetration. An 'unacceptable level' is not qualified in the Standards and is open to interpretation by all parties.

With regard to '*the intended use of the garage*' NHBC Standards do not determine the use of a garage; any such contractual undertakings are between the homeowner and the builder, including planning issues. The Technical Requirements, Performance Standards and Guidance do not form a complete specification and should not be used as such in contracts.

NHBC is not involved in matters associated with planning or financial/contractual arrangements between a homeowner and a builder.

Whilst NHBC Technical Requirements provide a benchmark for acceptable levels of design, material specification and workmanship for various parts of the building process from foundations all the way through to painting and decorating, NHBC Standards do not cover planning issues including approvals and conditions, or other such matters that are covered by statutory requirements. Such matters are regulated by external bodies and fall outside of the scope of NHBC's involvement.

From the review of the *'detailed images highlighting the poor standard of workmanship to the brickwork'*; I am advised that the standard of workmanship visible on your photos was taken into account by the Claims Investigator, who was of the opinion that it was not detrimental to the water ingress issue, and was cosmetic. As stated above this will be reassessed should the water ingress be seen to reoccur under normal weather conditions.

With regards to *'special considerations should be made in respect of the type of brick, the mortar mix and the detailing.'* NHBC Standards contain guidance on geographical areas which are at risk from wind driven rain in association with BS 8104. From the information we have your home does appear to be located in an area classed as 'severe'. The Standards state that it is acceptable for a single leaf garage wall approximately 100mm wide not to be impervious to wind driven rain and the guidance goes on to advise that in areas of severe exposure, single leaf walls may require a high standard of workmanship and possibly surface treatment to prevent an unacceptable level of rain penetration. As mentioned above, an 'unacceptable level' is not qualified in the Standards and is open to interpretation. From the enquiries made with our Standards & Technical Team, who develop the Standards, the consensus of opinion is that excessive penetration, that would be unacceptable for a garage, would be 'running water' within the envelope of the garage structure which leads to ponding of water on the internal garage floor. General dampness of the building fabric including the internal face of the single leaf walls and the internal floor are deemed as acceptable.

In relation to NHBC's role; it is important to understand that, in accordance with the Building Act 1984, it is the builder's responsibility to make sure the construction complies with the relevant Standards and Building Regulations. It remains the ultimate responsibility of the builder to ensure that they have adequate supervision and quality control measures in place to ensure the relevant Standards and Building Regulations are met on site. As we can never guarantee that a property will be defect free we provide protection to new homeowners under the Buildmark policy in the event that they experience problems with their property following construction.

With regards to the *'Masonry Cream'* I am advised that this waterproofing paint may not be classed as permanent. In summary, NHBC Standards and the associated guidance for garages does not require a high standard of workmanship or surface treatment as a minimum, it merely suggests that it may be necessary.

In relation to *'moving on to the issue of greatest concern'*; the builder may appoint us, through our subsidiary, NHBC Building Control Services Ltd ("BCS"), to act as the Approved Inspector ("AI") for Building Control purposes. As an AI, our role is to assist the builder in achieving compliance with the relevant Building Regulations. We undertake this through a process of checking plans and drawings submitted to us by the builder and then site inspections.

The inspection process we have adopted takes into account the recommendations of the Building Control Performance Standards issued by the Department of Communities and Local Government. The guidance contained within that document requires an AI to

determine a risk-based inspection regime, but accepts that it is not practicable to inspect all items of work related to the Building Regulations. The builder should therefore have adequate quality control measures and supervision in place to achieve this.

Once we are satisfied, so far as is reasonably practicable, that the properties are constructed in accordance with Building Regulations and NHBC Standards, we will agree to provide Buildmark cover and will issue the building control final certificate.

As we cannot and do not guarantee that a property will be entirely free from defects, we provide protection to new homeowners under the Buildmark policy which is in addition to any other contractual, statutory or common law rights a homeowner may have against the builder.

In relation to the 'Independence of approved inspectors', as defined under this Part our Inspectors are not 'responsible for the design or construction of any of the work' nor do they have a 'financial interest in the work'. Whilst it is imperative that our Inspectors have a working relation with the builder, they remain impartial at all times whilst carrying out their role as AI.

Please find below a copy of the inspection records that we hold for your home. As you can see the only Reportable Item ("RI") is in relation to the drive.

Stage	Date	RI's
Pre-handover	30.8.13	1 – Complete drive topping
Out-building complete	30.8.13	0
Pre-plaster	11.7.13	0
Superstructure	17.6.13	0
Drains visual	25.3.13	0
Excavation complete	21.2.13	0

As advised in my previous correspondence to you the Resolution Service can help resolve a dispute between a homeowner and a Builder. In relation to the other issues that you have been experiencing with your home, from the review of our records our Claims Team do not appear to have been made aware of these issues. Should TW fail to fulfil their obligation to you under the Buildmark policy, please contact our Claims Team so that we can provide you with further assistance under our Resolution Service.

I am sorry that you have found it necessary to complain regarding the service NHBC has provided you. Should you remain dissatisfied with my reply, you can refer your complaint to the Financial Ombudsman Service ("FOS") and I enclose a leaflet explaining how that process works. For the purposes of a referral, this can be taken as NHBC's final response and you have six months from the date of this letter to refer your complaint to the FOS for review.

Yours sincerely



Mr J P Hastings
Company Secretary