

# The Consumer Protection Report

double glazing and conservatories



3rd Edition, April 2013

by David Herman FCA

Foreword by Nick Ross  
(Former BBC Watchdog and Crimewatch Presenter)



## FOREWORD - NICK ROSS

“He would say that, wouldn’t he,” protested Mandy Rice-Davies, or words to that effect, when Lord Astor denied paying her for sexual favours. It seemed such a truism that the phrase found its way into the Oxford Dictionary of Quotations and, in a very different context, might be applied to this report. After all, this research was commissioned by DGCOS, which is one of the organisations it seeks to investigate. That must lead to the suspicion that, however scrupulous the author David Herman, surely the report is bound to be biased.

Well, the proof has been in the reaction to this report. The first edition caused a stir. Several organisations complained they had been unfairly criticised. But when they were invited to provide evidence some remained silent and others seem to have been satisfied with minor corrections. The second edition seems to have been accepted for the balanced review that it was. This third edition includes the various developments that have taken place in the past year and I am pleased to say that the report is having the desired effect. There are now two Ombudsmen, a number of organisations have taken at least some of the recommendations to heart and there is at least one insurance backed guarantee which does what consumers might expect it to do. There is a long way to go, and the industry has still got much to learn from this report, but the industry is changing and both consumers and the industry will be the better for it.

There is still the risk that consumers will be befuddled by second- and third-rate protections that pose as comprehensive ones. The Glass and Glazing Federation at first dismissed the need for better consumer protection but, after specifically denying the need for an ombudsman scheme, they launched one of their

own. While this is to be welcomed I fear it still has too many loopholes to provide the level of protection consumers deserve. But I live in hope and will warmly endorse them if they beef it up to the level of DGCOS standards.

The fact is that the double glazing industry still has big reputational problems. As the most recent Which? Report underlined, its bad name is still based on bad practices including overzealous sales techniques in its largest national firms and poor after-sales consumer remedies.

David Herman adds his own authoritative voice to those of many consumer champions over the years who have been exasperated at an industry whose trade associations pose as consumer champions but which nonetheless exist primarily to represent the interests of their members.

This gap in consumer safeguards is why I agreed to help DGCOS.

Like David Herman I am now paid a fee by them for my input, so you must also take what I say with a pinch of salt, but you should also know that (until they asked me to commit time for them) I offered to support the cause for

nothing. Why? Because well-run ombudsman schemes are the gold standard in consumer protection.

And, as this report makes clear, a galaxy of labels promising trade recognition does not guarantee high standards.

Many, perhaps most, and I like to think the great majority, of double-glazing companies are honest, proficient and financially stable. But if I was parting with any substantial amount of cash to invest in better, more secure and environmentally friendly windows I would be pleased I had read this report first.

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## INTRODUCTION

This is the third edition of the report produced for the benefit of homeowners who are thinking about having conservatories built or double glazed windows fitted, and for consumer protection bodies/advisors and the consumer media who comment on the subject. It has been commissioned by DGCOS (Double Glazing & Conservatory Ombudsman Scheme).

The report seeks to make sense of the largely unregulated, complex and often incomplete or deficient consumer protection offered by window and conservatory companies and trade associations working in the industry. Its aim is to ensure consumers have the knowledge to make informed decisions when choosing an installer that should be trusted to carry out work in their homes.

There are a surprisingly large number of organisations that offer some form of consumer protection. But homeowners are generally not aware of the varying levels and types of protection offered by these organisations. Good intentions on their own do not provide protection, and many homeowners suffer misery and distress when things go wrong and when problems are not rectified.

The report has been researched and compiled by David Herman, a chartered accountant with thirty-six years experience in the construction industry. David was Finance Director of Anglian Windows, the industry's largest window and conservatory manufacturing and installing company from 1987 to 1996, and had



David Herman, FCA

responsibility for its MBO from BET plc and its subsequent listing on the London Stock Exchange. Since leaving Anglian, David has worked as an independent consultant within the industry. He currently gives some of his time to the Citizens Advice Bureau, where he often helps with consumer rights issues.

The report has been compiled from information contained on each organisation's website and other published and freely available sources i.e. information a consumer would be able to compile if they took the time and trouble, plus informed industry knowledge from the trade press and knowledge acquired by seeing what happens to protection in practice and the circumstances that lead to complaints.

Nick Ross in his Foreword to the first edition issued the challenge to anyone to "contest the essential truth of its findings". I'm pleased to say that the report stood up to that challenge. There were just a few very minor errors and misunderstandings. Some organisations responded positively by improving the information on their websites. In the second edition organisations were again invited to respond if they found any inaccuracies. No one did. This third edition brings the report up to date (as at February 2013) to include new organisations and developments since the second edition.

Efforts have been made to ensure that the information is accurate at the time of publication. If, as before, any organisation finds a mistake or relevant omission including recent improvements to the protection they offer please submit corrective information to David Herman at [david.p.herman@gmail.com](mailto:david.p.herman@gmail.com).

*"This report seeks to make sense of the largely unregulated, complex and often incomplete or deficient consumer protection offered by window and conservatory companies and trade associations working in the industry."* DAVID HERMAN, FCA

## EXECUTIVE SUMMARY

Consumers like having the benefits of low maintenance, energy efficient double glazed windows, doors and conservatories whether in timber, aluminium or PVC-U. And there are plenty of product styles and around 12,000 installing firms to choose from throughout the UK. But despite the improvements that these products will make to a home, consumers sometimes worry about going ahead with such work. Perhaps it's because of the tales of problems that friends have had, or stories in the press, or preconceived ideas about how the industry operates. Manufacturing and installing replacement windows and doors is a complicated operation, as is erecting a conservatory. This is borne out by Which?'s latest double glazing satisfaction survey (Which? magazine May 2012). The survey shows that of Which? members surveyed who had used one of the big four national companies only 52% had a problem free installation. The most common problems were delivering the wrong parts, scratched glass, windows not fitting properly, installation taking longer than planned and installers causing damage to a property's interior. Which? members who used local independents fared better with 67% problem free\*. Fortunately most consumers are pleased and satisfied with the work done. But for a small minority the outcome can be not so happy, and it may turn into a depressing and costly experience. Problems generally arise because installers operate in a tough, competitive and uncertain commercial environment. Add to which, bespoke products have to be manufactured accurately to size and properly installed by experienced fitters working in a customer's pride and joy – their home! So with all the best will in the world things sometimes go wrong.

*\*Most of these problems do get fixed, but 1 in 14 do not according to a national Opinion survey of homeowners. The survey was commissioned for DGCOS and is available at ([http://dgcoss.org.uk/assets/Opinion\\_Survey\\_of\\_Homeowners.pdf](http://dgcoss.org.uk/assets/Opinion_Survey_of_Homeowners.pdf)).*

The issue is to ensure consumers make an informed decision on the quality of the installation firm they choose and, if problems do occur, that they are sorted quickly with the minimum of fuss. This is where, in the worst cases, agencies and bodies that claim to offer consumer protection should come to the rescue. Unfortunately this report finds that much of the protection that consumers think they have is either not in place or is not what it appears to be. The industry relies on self-regulation. Many of the agencies and organisations that provide consumer protection on behalf of installers only do a partial job. The result is that consumers rarely understand what, if any, protection they are getting from their installer and from any organisations to which the installer may belong. This only becomes apparent when problems need addressing.

The Consumer Protection Chart (Appendix 1) and the detailed analysis and comparisons in this report show that there is a vast difference between the protection offered to consumers by various organisations. In response to the first edition of the report some organisations said the comparison is unfair because they only cover a specialist or particular area. However they all provide some form of consumer protection and it is that vitally important area that this report addresses. Some also said their organisation offers more protection than is listed on their website or marketing materials which I would have discovered had I asked. This raises another important consumer protection concern. If a consumer cannot see what protection is offered by looking on an organisation's website and marketing material how would they know it exists? Indeed, to what extent are they protected if the organisation expects the consumer to contact them to ask what they provide? What would a consumer ask? Is there any additional protection you offer that you don't list on your website or in your marketing materials that you think I should know about? Would a consumer

## EXECUTIVE SUMMARY *(continued)*

ever ask that? Why would they, and how confident would they feel in the answer if that protection does not even make it into the organisation's website or literature? And why would an organisation keep quiet about it if they wanted consumers to make use of that protection? This appears to be another aspect of consumer protection that needs improving and reinforces the need for consumers to protect themselves by adopting the 10 recommended 'ask before you buy' questions at the back of this report.

Many of the organisations are trade associations set up for the benefit of their members (the installers) but which also offer some form of consumer protection. Others are deposit protection and insurance backed guarantee providers or facilitators of building regulations' compliance that have added other consumer services, although these may not be obvious from the name.

The biggest of these building regulation compliance organisations, FENSA, was until recently the only compliance organisation and many double glazing companies carried its logo on their vehicles and literature. Many consumers took this as a sign that their purchases were fully protected under the scheme, and then when they needed protection felt badly let down when it was refused. Another area of concern is the matter of compliance and its policing. A number of organisations say they require their members to provide consumers with deposit protection or an insurance backed guarantee for example, but it is unclear how many members comply with this obligation or indeed how the organisation would ensure that they do.

In this third edition of the Consumer Protection Report a new insurance provider has been included, Consumer Protection Insurance (CPI), as has a new trader search organisation, Rated People. But most importantly the new ombudsman scheme, TGO (The Glazing Ombudsman), which was being launched as the second edition of this report was being published is now fully included, as is a section providing a detailed comparison of the differences, many of them major, between the two ombudsman schemes.

The second edition of the Consumer Protection Report listed eleven essential elements of an ideal Consumer Protection organisation. In order to simplify a complicated situation a new easy to read comparison table of which consumer protection elements each organisation provides has been included in this edition of the report. It shows that there are many gaps in the protection offered by still many of the organisations.

One organisation, DGCOS (Double Glazing and Conservatory Ombudsman Scheme), has been set up specifically to plug these gaps and provide a comprehensive consumer protection service.

For the most part consumers, whether they realise it or not, must still take responsibility for checking that the consumer protection they need is adequate and in place.

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## 01 | Updates to the 3rd Edition

Two important additions have been made to this, the third edition of the Consumer Protection Report. Firstly at the time of publishing the second edition (August 2011), the Glass & Glazing Federation (GGF) announced the launch of its own Ombudsman service. It was too late to review the scope or effectiveness of this new service in the second edition, but it was a welcomed development. When DGCOS (Double Glazing and Conservatory Ombudsman Scheme) was launched at the start of 2010 it had a mixed reception from the trade. Consumers, consumer media and consumer protection bodies generally welcomed it and many in the trade were enthusiastic and became members. But a significant minority in the trade viewed it with suspicion, preferring things the way they were.

The word Ombudsman has become more familiar to consumers generally – perhaps because many thousands of consumers have successfully turned to the Financial Ombudsman for help in getting compensation for miss-sold PPI (payment protection insurance). It is perhaps inevitable that other industries such as the double glazing industry should recognise the need to not only provide a good service but also to ensure that their customers are fully protected and that consumers can see that they have independent safe guards. The publication of the first edition of this report may have encouraged the industry to respond in such a positive way.

In this third edition of the report the two Ombudsman schemes, the established DGCOS (Double Glazing and Conservatory Ombudsman Scheme) and the new organisation TGO (The Glazing Ombudsman) have been compared and there are significant differences. The fact that consumers now have a choice is welcomed. This report will help them to make an informed choice as to what protection they need and which organisations provide it.

The second addition to the report is a table comparing the organisations to the recommendations in the previous version of the report for what consumers should be looking for in their search for an ideal consumer protection organisation. This new table will assist consumers to see through the smoke and mirrors and help them understand what actual protection is being provided by each organisation.



## 02 | Consumer Protection within the Double Glazing Industry

Despite the very best of intentions, consumer protection for double glazing, windows, doors and conservatories purchases in the UK is in a poor state.

A visitor from another country would note the obsessive attention it gets in the media. Consumer protection issues are rarely out of the news. There are long running popular TV programmes with titles like 'Cowboy Builders' and 'Rogue Traders' devoted to uncovering horror stories and confronting the rogues and incompetents who caused them. Occasionally the Daily Mail or Daily Telegraph devotes a page or two to double-glazing salesmen and the trail of misery they leave behind in 'rip-off' Britain. All too often it seems homeowners who have handed over their hard earned cash are left with a botched job and no way to receive recompense. Periodically, the consumer champion Which? Investigates the double-glazing industry and reports back to its members. A few years ago, it attacked the largest double-glazing firms by name for misleading claims and bad sales practices in a hard-hitting report and more recently its members have said that they get fewer problems from local installers compared to the 'big four'.

Repeated initiatives from Government over the years have not solved the problem. Even TrustMark, the Government's latest initiative – essentially a rebranding of previous attempts to establish a national source of reliable home improvement firms - was lampooned by TV 'Rogue Traders' presenters for being out of date, inadequate and misleading. They contended that the prominent statement - that TrustMark is a not for profit organisation supported by Government - was open to misinterpretation since it implied Government endorsement, and that traders on the site had been vetted and were Government approved to use. The programme's presenters awarded the rogues they'd investigated, and who were still listed on the TrustMark website, with the 'Disgust Mark', instead of the TrustMark. TrustMark has pointed out that it is not funded by the Government and that customers of that particular rogue had not complained to TrustMark. However consumers' perceptions are somewhat different. They would automatically associate TrustMark with the government as it states on the home page of TrustMark's website: 'Local, trustworthy & reliable tradesmen, operating to Government endorsed standards'. Furthermore TrustMark members make a lot of its Government associations. Certass, the building regulations compliance organisation recently became a TrustMark member, and in a recent article in

the trade press, made much of Government endorsed standards, saying it is supported by the Government, and 'TrustMark is owned by the Department of Business (BIS)'. There is more in the same vein, including a recent quote in the article from the Under Secretary of State for Business in the House of Commons: 'TrustMark is an easy way for consumers to identify a tradesman by industry standards of competence and fair trading'. It is therefore likely that a consumer would believe, as the TV programme said, that TrustMark is backed by the Government and traders found via the website are approved to use.

In the year 2011/12 over 16,000 consumers at the end of their tether wound up as statistics in the OFT's annual Consumer Direct report having failed to get the firm who installed windows, doors, conservatories or roofline and associated products, *(or indeed the various industry organisations to which the firms belonged)* to address their problems satisfactorily.

Yet, advice to consumers thinking of replacing their windows, doors and conservatories is freely available from magazines, newspaper supplements, TV and Radio, and many websites.

There are a large number of trade bodies in the double-glazing industry that claim, in some form, to provide consumer protection. They range from the long established and well known to names few will recognise. In fact their very number, scope and diversity could be considered part of the problem.

Those working in the industry know this for a fact: most installers are not cowboys or rogues and customer satisfaction levels are generally high, particularly customers of small to medium sized local firms. Comparisons with other sectors of the building industry are favourable. But all firms in the industry have been affected by the bad behaviour of the few; and without adequate protection for consumers it will be hard to improve the reputation of the industry.

An unfortunate side effect of being typecast as Home Improvement Enemy Number One for so long is a resignation and belief in the industry that the problem cannot be solved, and a feeling that the problems have been exaggerated. One thing is clear: existing mechanisms and organisations that claim to offer protection have made little impact on reducing the scale or seriousness of the problem or on repairing the reputation of the industry.

## 02 | Consumer Protection within the Double Glazing Industry (continued)

This report was commissioned by DGCOS, the first organisation in the industry to provide an Ombudsman service and whose primary aim is to provide consumer protection and access to installers who are continuously vetted so consumers can buy safe in the knowledge that they have extensive protection should anything go wrong. This report will throw light on the variety of organisations claiming to offer protection and highlight the consumer protection they actually offer. The previous reports have made a useful contribution to raising standards, awareness and the consumer protection debate. I hope this latest edition will continue that tradition.

A number of the organisations in the report are relatively unknown in the industry and few in the media or consumers will be familiar with them or what they do. The aim is to establish who they all are, what they do,

and don't do, so consumer champions, Government, the media and consumers might be better informed so they can ask the right questions and take the right decisions.

"DGCOS' mission is to provide comprehensive consumer protection and by doing so, gradually improve the reputation of the industry. DGCOS was designed to fill the gaps in consumer protection. We know that not every installer will become an accredited member, and many will continue to belong to other organisations. But if we can raise the standards of protection and good practice throughout the industry directly through our own efforts, and indirectly by others raising theirs, we will have achieved one of our key objectives...to improve the protection consumers receive."

**Tony Pickup**, *Founder of DGCOS*

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## 03 | Organisational Overview

The trade associations and organisations that provide protection to consumers (having windows, doors and conservatories installed) generally operate through the installing companies - which gives rise to the first pitfall. The protection is thus only as good as the services offered by the consumer protection organisation or trade association. It also depends on which organisations the installing company is a member of. To further complicate matters, many installers have discretion as to whether or not to offer some or all of the protection that organisation offers. In other words a badge or letterhead showing that an installing firm is a member of a consumer protection organisation may not mean that all its customers are protected and the scope of protection varies wildly. This is true of most organisations with some notable exceptions.

Organisations can be broadly divided into five categories:

- Bodies such as Certass and FENSA that try to ensure building regulations are adhered to;
- Insurance providers such as HomePro that provide optional deposit protection and insurance backed guarantees should the installer cease to trade;

- Trade associations such as the GGF and networks such as Network Veka and TrustMark that promote code of practice standards and in some cases technical standards, or lobby Government for the benefit of their members, or provide discounted services and promotional support;
- Web based trader search engines that essentially fulfil a 'Yellow Pages' function.
- And true consumer protection organisations, such as DGCOS.

To confuse matters, most organisations provide some level of consumer protection. Some organisations cover a variety of industries such as decorators and plumbers. Some use or recommend certain services of other organisations, such as the GGF which recommends GGF*i*, and FENSA, which may in fact, be owned by the recommending organisation or be part of the same group. Confused? Hopefully the following descriptions of the consumer protection services provided by the principal organisations will make it clearer. Almost all organisations require members to go through a vetting process of some sort and therefore this factor has not been mentioned in the following descriptions of the principal organisations. An overview of the various vetting procedures is included later in this report.

## 04 | The Organisations (A to Z)

### **BM TRADA**

BM TRADA is an international organisation that certifies management systems, products and services. BM TRADA is authorised by the Department of Communities and Local Government (DCLG) to operate a Competent Person Scheme for the installation of replacement windows and doors. It is one of the five organisations in this report (the others being FENSA, BSI, Certass & Network VEKA) that licenses installers to self-certify under the glazing thermal performance Building Regulations. All installers should be covered under one or other of these schemes. Such Competent Person schemes are run on the basis of an approved body vetting installers and supplying certificates of Building Regulations compliance to end users. Local Authority Building Control is notified of each installation. BM TRADA has also concluded an agreement with DGCOS, Homepro and Fairtrades that will allow their members to comply with building regulations for the replacement of windows and doors.

[www.bmtrada.com](http://www.bmtrada.com)

### **Bondpay**

*(connected with Kinnell Holdings Ltd owners of Quality Assured National Warranties and UK Trades Confederation)*

Bondpay doesn't have any members as such and works on a contract-by-contract basis where both the installer and customer agree to comply by its rules. The customer pays Bondpay the full price up front (or staged payments for larger jobs) and Bondpay holds that money in a sort of escrow account and only pays it to the installer when the work has been completed satisfactorily. Work in progress insurance and a one-year post completion insurance, backing any written guarantee, is included in the scheme. Consumers should satisfy themselves as to how well their payments are protected.

[www.bondpay.co.uk](http://www.bondpay.co.uk)

### **BSI Installers Scheme**

*(Window & door installation Kitemark)*

BSI is the National Standards Body of the UK and certifies management systems and provides testing and certification of products and services. Because BSI has traditionally worked mainly with manufacturers, customers are more likely to see the BSI Kitemark on the products supplied than find an installer with a Kitemark. Installers who are Kitemarked members of BSI can self-certify under the glazing thermal performance Building Regulations.

[www.bsigroup.com](http://www.bsigroup.com)

### **Buy With Confidence (BWC)**

BWC is a Trading Standards scheme that is operated by a number of councils and which covers a variety of retail sectors and industries. Its members have to sign up to a code of practice which requires them to treat their customers fairly and is therefore similar to the codes of practice of other organisations. The only significant difference appears to be that members agree not to undertake high pressure selling.

[www.buywithconfidence.gov.uk](http://www.buywithconfidence.gov.uk)

### **Bygone Preferred Installers (BPI)**

This is a small specialist installer network of the BPI brand of sliding sash windows. BPI installers give an installation guarantee while Bygone Collection (the product provider) give the product guarantee. Bygone Collection also guarantees the work of its members.

[www.bygonecollection.co.uk](http://www.bygonecollection.co.uk)

### **Certass**

Certass is one of the five organisations in this report (the others being FENSA, BSI, BM TRADA & Network VEKA) that licenses installers to self-certify under the glazing thermal performance Building Regulations. Certification is essential for most window replacements and many glazed doors and the vast majority of installers will be members of one of these five organisations. Certass requires its members to provide some form of deposit indemnity and offer insurance backed guarantees (IBGs) on window and door installations. Certass is also a scheme operator licensed by TrustMark.

[www.certass.co.uk](http://www.certass.co.uk)

### **Checktrade**

This is one of a growing number of online search engines that helps consumers choose from its network of 'approved' members. Members undergo some initial vetting. Consumers can give ongoing online feedback on the performance of these tradesmen.

[www.checktrade.com](http://www.checktrade.com)

## 04 | The Organisations (A to Z - continued)

### **Consumer Protection Insurance (CPI)**

CPI is a deposit and stage payment protection and Insurance Backed Guarantee (IBG) provider. Its deposit guarantee has a maximum upper limit of the lower of £50,000 or 25% of the contract price. Customers do not have to complete any paperwork and the 90 day cover period is automatically extended if there is a delay in getting the project done. Unlike many insurance providers customers are covered in the event of their installer ceasing to trade for whatever reason. CPI, which was set up by DGCOS, currently provides the deposit protection and Insurance Backed Guarantee (IBG) facility to DGCOS members only.

[www.cpilttd.org.uk](http://www.cpilttd.org.uk)

### **Consumer Protection Association (CPA)**

CPA is principally a deposit protection and Insurance Backed Guarantee (IBG) provider. Its members are required to give their customers both forms of protection. Its deposit guarantee has a maximum upper limit of the lower of £7,500 or 25% of the contract price. It requires customers to register their deposit by registered post within seven days of making a payment. Its IBG must be activated by the customer returning a registration slip within 28 days of completion of the job. CPA is also a scheme operator licensed by TrustMark.

[www.thecpa.co.uk](http://www.thecpa.co.uk)

### **The Double Glazing & Conservatory Ombudsman Scheme (DGCOS)**

DGCOS is a consumer protection organisation. It has comprehensive initial and ongoing vetting requirements to monitor customer satisfaction ratings. It requires its members to provide every customer with deposit protection and an insurance backed guarantee. It provides its members' customers with free mediation, independent inspections and arbitration services in its dispute resolution processes. It was the first organisation to have a legally binding and independent Ombudsman backed by a compensation fund to honour awards not complied with by either party. DGCOS has an agreement with BM TRADA that allows its members to comply with window and door Building Regulations through DGCOS instead of having to use FENSA, Certass, Network Veka or BSI.

[www.dgcoss.org.uk](http://www.dgcoss.org.uk)

### **Fairtrades**

Fairtrades is a multi-trade trade association owned by Homepro (see below). It has some initial vetting of members. It provides a conciliation service and promotes the use of Homepro's IBG and Deposit insurance but it is not compulsory for its members to use these or provide consumers with any other organisation's IBGs. Fairtrades is also a scheme operator licensed by TrustMark.

[www.fairtrades.co.uk](http://www.fairtrades.co.uk)

### **The Federation of Master Builders (FMB)**

FMB is a trade association that as its name suggests offers support to builders. The FMB has varying vetting criteria for three different levels of membership. It offers its members' customers free conciliation and chargeable arbitration, but it is essentially a trade association. Its members can offer deposit protection and insurance backed guarantees (IBG's) to consumers but they are not compulsory on every installation. In this report the minimum standard of membership has been quoted. FMB is also a scheme operator licensed by TrustMark.

[www.fmb.org.uk](http://www.fmb.org.uk)

### **FENSA (part of the group that owns GGF & GGFi)**

FENSA enables installers to comply with Building Regulations (relating to thermal performance standards, ventilation, fire safety and mobility for example) that apply to the replacement of windows and doors. The industry deals with this in the main by a self-certification process, which means that the installer takes responsibility for compliance and registration. Inspections are normally carried out on 1% of each business's installations, subject to a minimum of two per annum and a maximum of 100. The Government has delegated this process to a number of bodies. Most installers use FENSA, BSI, Network Veka, Certass or BM TRADA. It is vital that consumers check that installers observe Building Regulations and are able to provide the appropriate certification. FENSA requires its members to provide some form of deposit protection (this can include payment by credit card) and offer insurance backed guarantees but IBGs are not compulsory on every installation. FENSA and the GGF were the initial sponsors of TGO (see below). FENSA is also a scheme operator licensed by TrustMark.

[www.fensa.org.uk](http://www.fensa.org.uk)

## 04 | The Organisations (A to Z - continued)

### **The Glass & Glazing Federation (GGF)**

GGF is part of the GGF Group of Companies that includes FENSA and GGF. It is the longest established trade association representing some companies which make, supply or fit glass and glass related products. It supports its members by lobbying Government on their behalf and by providing technical information. It operates a compulsory deposit protection scheme with a maximum £3,000 payout. GGF members are not required to offer an IBG but, like all installers must do so if they use a competent person scheme in connection with window and door installations. It offers free correspondence-based conciliation. In the event of a dispute, where an inspection or arbitration is requested, the parties in the dispute are usually charged for these services. Consumers have the option of initiating arbitration. The GGF with FENSA were initial sponsors of TGO (see below).

[www.ggf.co.uk](http://www.ggf.co.uk)

### **GGFi (part of the GGF Group of Companies)**

GGFi is the insurance arm of the GGF. Its IBG has a restricted maximum cover of £15,000 for installers trading for less than eighteen months. GGFi insurance policies, like many others, do not cover instances whereby the installer has retired early or simply dissolves the business, or where the work has been paid for by a credit card. The deposit cover starts at the lower of £800 or 10% of the contract price for installers trading for less than eighteen months and up to the lower of £6,250 or 25% of the contract price for more experienced installers. It is valid for a 90 day period from the date that the deposit has been paid. Installers may choose either to give an IBG to all its customers or to arrange for GGFi to offer a chargeable IBG after completion of the contract.

[www.ggfi.org.uk](http://www.ggfi.org.uk)

### **The Glazing Ombudsman (TGO)**

TGO was established in July 2011 sponsored by the GGF & FENSA and became the second organisation (after DGCOS) to provide an Ombudsman service to the industry. It requires its members to provide every customer with deposit protection, but members need only offer IBGs. It provides its members' customers with an independent dispute resolution process which includes a free inspection service and a compensation fund to honour awards not complied with by any of members. It is unclear if the TGO Ombudsman would hear a complaint against a former member of

its organisation. See Section 13 Ombudsman for a comparison of the two schemes.

[www.glazingombudsman.com](http://www.glazingombudsman.com)

### **The Guild of Master Craftsmen (The Guild)**

The Guild exists in the main to support the interests of its members (those engaged in trades, crafts, professions etc.). It has some initial vetting of members. It offers its members business cost savings schemes. It provides its members' customers with free correspondence based conciliation, chargeable inspections and chargeable arbitration. Either party may opt out of arbitration.

[www.guildmc.com](http://www.guildmc.com)

### **HomePro**

HomePro is an insurance provider that owns a trade association (Fairtrades - see above). Its deposit scheme provides 90 day cover of the lower of £10,000 or 25% of the contract price. Its IBG must be registered by the customer on completion of the work to activate it, and it possibly has an excess on claims. Installers may choose either to give an IBG to its customers or to arrange for Homepro to offer a chargeable IBG after completion of the contract.

[www.homepro.com](http://www.homepro.com)

### **Independent Warranty Association (IWA)**

IWA is an insurance provider offering deposit protection and IBGs. It has limited vetting of its members. Installers may choose either to give an IBG to all its customers or to arrange for IWA to offer a chargeable IBG after completion of the contract. Its website has very little information about its policies, exclusions and procedures.

[www.iwa.biz](http://www.iwa.biz)

### **The Master Window and Conservatory Installer Association (MWCIA)**

MWCIA is one of the smaller organisations. It exists to promote its members and supports them with technical and surveying services in addition to promotional material. It also offers a conciliation scheme with chargeable inspections.

[www.mwcia.co.uk](http://www.mwcia.co.uk)



## 04 | The Organisations (A to Z - continued)

### **Network VEKA**

*(owned by Network VEKA members including VEKA)*

Network VEKA members supply windows, doors and conservatories made using VEKA PVC-U profile only. Deposit protection is compulsory (the lower of £10,000 or 25% of contract price with three months cover), but customers must register the policy. Members must also provide an IBG for every retail installation. There is a £100 administration fee per claim charged to consumers. The organisation guarantees the product installed by its members. It provides free conciliation in the event of a dispute. Inspections and arbitration services may be chargeable. Network VEKA members can comply with window and door Building Regulations through Network VEKA instead of having to use FENSA, Certass, BM TRADA or BSI.

[www.networkveka.co.uk](http://www.networkveka.co.uk)

### **Plastic Window Federation (PWF)**

PWF is an insurance provider and trade association. Its members must provide deposit protection and IBGs to consumers. Its deposit protection covers up to 15% of the contract price and PWF says that if necessary it will arrange for another installer to complete the work. Its deposit protection and IBG must be registered by the installer so customers should check that this has been done. It has a conciliation service and may provide independent inspections however these may be chargeable. Its arbitration service is optional and chargeable. Detailed information on how it vets its members could not be found.

[www.pwfed.co.uk](http://www.pwfed.co.uk)

### **Quality Assured National Warranties (QANW)**

*(part of Kinnell Holdings Ltd that includes Bondpay and UK Trades Confederation)*

QANW is an insurance provider that does not appear to disclose details of its policies publicly, so if a consumer buys from an installer that uses QANW they should check out the policy, which should be provided by the installer before signing a contract. Its members can provide deposit protection and IBGs to consumers but it is unclear if it is optional or compulsory.

[www.qanw.co.uk](http://www.qanw.co.uk)

### **Rated People**

Rated People is a trader search website. It gives customers the opportunity to post comments on the website.

[www.ratedpeople.com](http://www.ratedpeople.com)

### **Trust a Trader**

Trust a Trader is a trader search website. It vets its members by taking customer references and ongoing feedback. It has a conciliation service but any inspections may be chargeable.

[www.trustatrader.com](http://www.trustatrader.com)

### **Trustmark**

TrustMark is an umbrella organisation for finding reliable tradesmen comprising around 30 scheme operators including a number of the organisations included in this report. Although TrustMark has core criteria, scheme operators are allowed to negotiate with TrustMark as to how they meet those criteria. TrustMark is a not for profit organisation and is not linked to the Government, although a consumer might get this impression from its home page and its members push the association. The BIS Department of Business Innovations and Skills and Directgov (public services all in one place) logos and links on its home page certainly imply a connection. TrustMark members are vetted on an ongoing basis and will be able to offer deposit protection and IBGs, however these are not compulsory on every installation. TrustMark has a free conciliation service but inspections and arbitration are optional and chargeable. The TrustMark badge may not apply to all the services offered by an installer. For instance they may be registered to install bathrooms but not windows. This could be confusing for consumers and therefore should be double checked before orders are placed.

[www.trustmark.org.uk](http://www.trustmark.org.uk)

### **UK Trades Confederation (UKTC) -**

*(part of Kinnell Holdings Ltd that includes Quality Assured National Warranties and Bondpay – see above)*

UKTC is a trade association, which covers a variety of trades such as motor mechanics and retailers as well as installers. It specialises in promoting its business cost saving deals to its members. It has a facility for its members to offer deposit protection and IBG's, however; they are not compulsory for every customer. It vets its members by taking customer references. It has a dispute resolution facility.

[www.uktc.com](http://www.uktc.com)

## 05 | Deposit Protection

It is not unreasonable for an installer to ask for a deposit when a customer signs a contract for the supply and fitting of windows, doors or conservatories. Installers have to purchase or fabricate the products and invest time and money to ensure they are properly installed before they are paid in full. Deposits are typically around 10% of the contract price but can be up to 25%. The risk to the customer is, that having handed over a deposit, an installer may go out of business leaving the customer with a part finished job or nothing at all. Thankfully these cases are rare but when they do happen it can be devastating for the customer concerned. Amdega, a well-known conservatory company that was founded 137 years ago, went out of business leaving many customers, having paid an average deposit of £10,000, hoping their deposit would be returned.

The answer is to ensure that the deposit is protected or guaranteed by a reputable third party – usually an insurance company. Protection may also be provided if the deposit is paid by credit card but this can lead to very messy arguments with the credit card company if only part of the work has been completed. Various deposit protection schemes exist so it is important to check the detail. Ask, for example, if there are limits as to how much will be paid in the event of an installer going out of

business. Some schemes require the customer to notify the insurance company within a few days of making the payment. Many schemes have a time limit (usually 90 days) between the payment of a deposit and making a claim. Thus if there are long delays in starting the work and then the installer goes out of business the insurance company may say that protection has lapsed.

The only organisations that insist that, where a deposit has been taken, its members provide (not just offer) adequate deposit protection are BM TRADA<sup>3</sup>, BSI<sup>3</sup>, Certass<sup>3</sup>, CPA<sup>1,2</sup>, PWF<sup>1,2</sup>, CPI<sup>4</sup>, DGCOS, FENSA<sup>2,3</sup>, GGF and Network VEKA<sup>2</sup> and TGO.

*<sup>1</sup>CPA and PWF installers' customers must register the deposit themselves but there is a risk that they may forget to do so or not be aware that it is their responsibility to do so.*

*<sup>2</sup> If the installer fails to register the consumer then the customer can be left without cover even though the installer may have promised the protection.*

*<sup>3</sup> Only in respect of window and door installations*

*<sup>4</sup> CPI only provide insurance to DGCOS – which means it's compulsory.*

**Table 1: Deposit Protection Breakdown**

Organisations	
QANW	Very few details available. Customers need to register the policy. Probably optional therefore will depend on the installer and may be chargeable.
Bondpay	Bondpay takes and holds the full price up front and only releases it on satisfactory completion. Bondpay are therefore acting in place of an insurance provider. Bondpay says all monies held are fully secure and protected.
Buy With Confidence (BWC) Bygone Preferred Installers Checktrade Fairtrades The Federation of Master Builders The Guild of Master Craftsmen Master Window & Conservatory Installer Association (MWCIA) Rated People Trust a Trader UK Trades Confederation	Not compulsory and therefore will depend if the installer offers this facility and may be chargeable.
Homepro (owns Fairtrades)	Insurance provider and therefore will depend if the installer offers this facility and may be chargeable. Cover of the lower of £10,000 or 25% of contract price. Cover lasts for 90 days.
GGFI	Insurance provider and therefore will depend if the installer offers this facility and may be chargeable. Cover starts from the lower of £800 or 10% of the contract price, but is higher if more experienced installers are used.

## 05 | Deposit Protection (continued)

Table 1: Deposit Protection Breakdown - continued	
TrustMark	Must be offered and therefore may be chargeable Cover must be at least the lower of £10,000 or 25% of contract price.
BM TRADA BSI Installers Scheme Certass FENSA	Some form of deposit indemnity must be given for window & door installations (conservatories are not covered).
TGO	Compulsory but installers have a choice of schemes. *
The Glass and Glazing Federation	Maximum pay out - the lower of £3,000 or 25% of the contract price.
Plastics Window Federation	Compulsory for every customer. Maximum pay out - up to 15% of the contract price but the customer must ensure that cover has been activated. Cover only lasts for 56 days. *
Independent Warranty Association	Appears to be compulsory for every customer. Up to 25% of the contract price but no other information on its website about the policy details. *
Consumer Protection Association	Compulsory for every customer. Maximum pay out - the lower of £7,500 or 25% of contract price. Customers will have to register it by recorded delivery within 7 days of paying deposit. Cover lasts for 90 days. *
Network VEKA	Compulsory for every customer. Maximum pay out - the lower of £10,000 or 25% of contract price. Cover lasts for 90 days. Customers have to register their policy.
Consumer Protection Insurance	Compulsory for every customer. The lower of £50,000 or 25% of the contract price. Cover lasts initially for 90 days but automatically extended. *
DGCOS	Compulsory for every customer. The lower of £50,000 or 25% of the contract price. Cover lasts initially for 90 days but automatically extended.

**Note:** \* Even though many of these organisations insurance protection is 'compulsory', little evidence can be found of this being policed by the organisations. For example what happens if the installer doesn't register the customer or indeed pay the premiums for the insurance? DGCOS, via its Compensation Fund, and Network VEKA are probably the only organisations that protect all consumers, even if the installer member hasn't registered the customer or paid the relevant premiums.

## 06 | Work in Progress Protection

In addition to paying deposits consumers may be asked to make stage payments. Stage payments are only rarely made with window installation contracts but are common with conservatories, which usually cost more and have a longer start to finish time. The dilemma for consumers making staged payments is that very few organisations specifically mention protecting them, so it is difficult to say whether or not they are covered. Three organisations do compulsorily cover staged

payments. TGO requires its members to provide cover but because it allows a number of approved policies it is likely that they have different terms. Network VEKA provides cover up to 50% or 75% of the contract price dependent upon the stage of the work. DGCOS provides double cover – up to 25% of contract price through CPI and full cover for every customer via its Compensation Fund. Other organisations may offer it as an optional extra.

**Table 2: Work in Progress Protection Breakdown**

Organisations	
Bondpay	Bondpay takes staged payments for high cost installations and only releases the payments on satisfactory completion. Bondpay is therefore acting in place of an insurance provider. It also provides up to 50% of the price to cover any additional cost of putting right work in progress. Bondpay says all monies held are fully secure and protected.
BM TRADA BSI Installers Scheme Buy With Confidence (BWC) Bygone Preferred Installers Certass Checkatrade Fairtrades The Federation of Master Builders FENSA The Glass & Glazing Federation GGFI (GGF scheme) The Guild of Master Craftsmen Independent Warranty Association Master Window & Conservatory Installer Association (MWCIA) Plastics Window Federation QANW Rated People Trust a Trader UK Trades Confederation	<b>Either:</b>  Not specifically mentioned Or Not compulsory or not available and therefore will depend on the installer.  In either case customers should check with their installer before committing.
Consumer Protection Association	Can be arranged if required
TrustMark	Requires its members to offer* an IBG including stage payments from one of its list of approved IBG suppliers.
Homepro (owns Fairtrades)	They seem to have various policies, so check.
TGO	Compulsory but installers have a choice of schemes
Consumer Protection Insurance	Up to 25% of the contract price (combined with deposit protection)
Network VEKA	Up to either 50% or 75% of contract price depending on stage of work. Cover lasts for 4 months maximum. Customers must register their application for cover.
DGCOS	Compulsory for every customer. All stage payments protected through its compensation scheme.

**Note:** \* But offering does not mean consumers take them up. It is believed that, for the industry as a whole, when installers offer most consumers do not take it.

## 07 | Insurance Backed Guarantees

Insurance Backed Guarantees (IBGs) should provide a safeguard for customers in the event of an installer going out of business before the expiry of the guarantee they have given. IBGs are a vital protection because the average guarantee covers a ten year period from completion of the work. Over that time many things can happen to the installer. The owners may retire and close the business. They may have financial problems and be forced to close down. They may get taken over and the original company may be put into liquidation in the process. All these events can mean that customers' guarantees become worthless.

The problem for consumers is that the quality of IBG's on the market is questionable and that the provision of IBGs is not compulsory in the industry. Installers might merely have to 'offer' one to their customers. Many installers are members of organisations that offer IBGs but very few organisations make it an obligation for their members to provide every customer with one – and even then there may be strings attached. For example the CPA makes it a compulsory requirement for its members, but members' customers have to apply for the policy within 28 days of completion of work to activate it. DGCOS makes it compulsory, cover is automatic and the customer doesn't have to do anything. Network VEKA makes it compulsory for its members to provide an IBG, but this particular IBG has a £100 charge per claim clause. BM TRADA, BSI, Certass and FENSA only require their installers to offer IBGs (and for window and door installations not conservatories), and although there are no statistics available at the moment of writing this report it is believed that most consumers don't take up the offer

because they have to make the effort to request the cover and then pay for it themselves after completion of the installation.

Consumers should ensure that they are given a written guarantee by their installer and also get an IBG – not having the correct documentation, the installer not registering the customer with the insurance provider or the customer not returning a Satisfaction Note (if required) often invalidates a claim. Insurance companies may issue IBGs but the cover offered to consumers varies due to the terms & conditions of the policy documentation. The principal differences are shown on the chart below but it is good practice for a potential customer to ask to see the IBG documentation before they commit to an installation contract. Some IBG providers may try to mitigate their claims by referencing Section 75 of the Consumer Credit Act 1974: if a customer has used a credit card or bought on finance, they may refer the customer to the finance or credit card company for remedial works because the finance company could be liable for the installer's guarantee. A credit provider is only liable for goods or services costing between £100 and £30,000.

One major problem common to many IBGs is that they will usually only pay out if an installer has officially gone into liquidation in the case of a limited company or become bankrupt in the case of a sole trader or partnership installation firm. Voluntarily ceasing to trade, including taking early retirement or dissolving a company, is often not covered.



Table 3: Insurance Backed Guarantee Breakdown	
Organisations	
QANW	Insurance provider and therefore will depend if the installer offers this facility and may be chargeable. No details available
GGFi	Insurance provider and therefore will depend if the installer offers this facility and may be chargeable. These IBGs may either be offered* to consumers by an installer or may be given to customers by an installer. Policies for the work of Installers trading for less than 18 months are restricted to £15,000 cover.
Homepro (owns Fairtrades)	Insurance provider and therefore will depend if the installer offers this facility and may be chargeable. These IBGs may either be offered* to consumers by an installer or may be given to customers by an installer. Customers must return a satisfaction slip within 30 days of completion of work. There may also be an excess per claim.
Bondpay	Bondpay does not provide an IBG but does give an independent one year guarantee.
Buy With Confidence (BWC) Bygone Preferred Installers Checkatrade Fairtrades The Federation of Master Builders The Glass & Glazing Federation The Guild of Master Craftsmen Master Window & Conservatory Installer Association (MWCIA) Rated People Trust a Trader UK Trades Confederation	Not compulsory and therefore will depend if the installer offers this facility. May be chargeable to customer as an optional extra and may require the customer to register the IBG.  <i>(Window and door installations are likely to be covered by one of the schemes mentioned in the box below)</i>
BMA TRADA BSI Installers Scheme Certass FENSA	Requires its members to offer* an IBG in respect of window and door installations - conservatories are not covered.
TrustMark TGO	Requires its members to offer* an IBG from one of its list of approved IBG suppliers.
Consumer Protection Association	Compulsory for every customer but either the customer is required to register with the insurance provider or ensure that the installer has done so. **
IWA	Appears to be compulsory for every customer. The only details about IWA's IBG is that it has no excess. **
Plastics Window Federation	Compulsory for every customer. No details available. **
Network VEKA	Compulsory for every customer. Has a £100 excess per claim. **
Consumer Protection Insurance	Compulsory for every customer. No excess. No paperwork to complete by consumer to activate cover. Provide IBGs to DGCOS. **
DGCOS	Compulsory for every customer. No excess. No paperwork to complete by consumer to activate cover. **

Note: \* The consumer may not take up the offer. IBGs offered are chargeable and the consumer will have to pay the premiums.

\*\*Even though many of these organisations insurance protection is 'compulsory', little evidence can be found of this being policed by the organisations. For example what happens if the installer doesn't register the customer or indeed pay the premiums for the insurance? DGCOS, via its Compensation Fund, and Network VEKA are probably the only organisations that protect all consumers, even if the installer member hasn't registered the customer or paid the relevant premiums.

## 08 | Dealing With Disputes - The Black Hole

The review above covers how customers can protect their deposits and their post completion guarantees in the event of an installer going out of business. What about other problems and disputes that may occur between the installer and consumer? It is equally important that there is an effective mechanism for dealing fairly with these disputes. Examples can be disputes over costs and charges, allegations of miss-selling or misrepresentation, unsatisfactory workmanship, incomplete work, not honouring of guarantees or remedial works etc.

### Questions consumers should ask: -

1. *What complaints process does the installer have?*
2. *What happens if the customer does not receive fair redress from an installer?*
3. *Who can the customer turn to if the installer and trade body cannot/will not help further?*

4. *What powers does the trade body have to investigate complaints about their members?*
5. *What jurisdiction does the trade body have to investigate the problem and how much does it cost the customer?*
6. *Can the trade body force the member to rectify the problem or simply expel the member – and what happens to the customer's complaint in such instances?*
7. *What happens if the customer complained about the installer, or trade body or insurance provider but did not receive redress? Where can they go to have things investigated fairly, without cost and with legally enforceable outcomes?*

The remaining sections of this report cover the above questions.

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## 09 | Accreditation / Vetting Procedure / Ongoing Vetting

Ensuring that an installer does a good job starts with making sure that an installer (*wishing to become a member of an organisation*) is initially properly checked out and vetted. But what constitutes proper checking? Most organisations require recent customer references. A financial check is sometimes made when an installer applies and some organisations do ongoing financial checks. Probably the best ongoing vetting occurs when all of an installer's ongoing customers are encouraged to respond to a satisfaction survey during the installer's period of membership with the organisation. Network VEKA, Bygone Preferred Installers, CPA and DGCOS issue a questionnaire to each homeowner, so members are rated by consumers on their ongoing performance. A few other organisations provide feedback forms for their members to pass on to customers.

### Note

- *Most organisations that check applicants for membership have a code of practice or membership rules and require members to treat their customers fairly, comply with relevant legislation and have appropriate business insurance in place. But it is unclear how this is policed on an ongoing basis by many of the organisations.*
- *Bygone Preferred Installers also expects its installers to have a level 2 NVQ in Fenestration.*
- *Buy With Confidence (BWC) have the right to do additional checks, but as the scheme appears to be run in different ways by different local authorities it is unclear what actually is done.*
- *FMB has three levels of membership. Vetting includes inspections of members' workmanship but this is not required of Affiliates who are also not required to meet the membership criteria noted below.*
- *GGF and BWC vetting includes a visit to a prospective member's premises.*
- *MWCIA requires a prospective member to be nominated by a "well respected company or individual within the industry". They do initial inspections of members' workmanship.*
- *The Guild of Master craftsmen visit prospective members' business premises on some occasions.*
- *BWC does a Criminal Records Bureau check.*
- *DGCOS conducts a five point credit check and background history check on the proprietors/ directors which includes multiple phoenix checks, credit scores, CCJ checks and similar trading name checks.*

## 09 | Accreditation/ Vetting Procedure / Ongoing Vetting (continued)

Table 4: Organisation Accreditation / Vetting Procedure									
Organisation	Principal Vetting Points								
	Minimum Time Trading	Customer References	Trade References	Financial Check	Ongoing Customer Satisfaction Checks	Ongoing Financial Checks	Ongoing Site Inspections	Specialist Training (including compliance)	Details Not Fully Disclosed
BM TRADA							✓		
Bondpay	Bondpay operates on a contract by contract basis and does not have a vetting process								
BSI							✓		
BWC	6 mths	✓			✓				
Bygone					✓			✓	○
Checkatrade		✓			✓				
Certass		✓	✓	✓			✓	✓	○
CPA				✓	✓				○
CPI		✓	✓	✓		✓			
DGCOS	5 point credit & history check	✓	✓	✓	✓	✓		✓	
Fairtrades		✓		✓	✓				
FMB	1 year	✓	✓	✓					
FENSA				✓			✓		○
GGF	3 years	✓	✓	✓					
GGFi				✓					○
Guild of Master Craftsmen	2 years	✓							
Homepro		✓		✓	✓				
IWA		✓			✓		✓		○
MWCIA				✓					○
Network VEKA	1 year	✓	✓	✓	✓	✓	✓	✓	
PWF									○
QANW				✓					○
Rated People					✓				
TGO*	3 years*	✓	✓	✓			✓		○
Trust a Trader		✓			✓				
TrustMark**	Yes but unspecified	✓		✓	✓		✓		
UK Trades Confederation		✓							○

Note: \* TGO says it uses GGF and FENSA vetting information but it is unclear how it would vet a non GGF/FENSA applicant.

\*\*TrustMark has various scheme operators that may have different vetting arrangements

## 10 | Conciliation or Mediation

What happens if a consumer is dissatisfied with their installer, their work, sales practices or some other aspect of the service received?

Conciliation or mediation are dispute resolution mechanisms that allow consumers to bring problems or dissatisfaction with their installer to the attention of the organisation to which the installer belongs, provided of course that the organisation offers and polices such a service. Most of those that provide such a service

usually offer a 'documents - only' conciliation service because of the expense of providing a telephone or face to face service. Conciliation includes an advisory element, while mediation does not, but in practice there is very little difference. The process should be fair and without bias. However, any recommendations are usually not legally binding or enforceable. This can leave the dispute unresolved, and the parties frustrated with no end in sight.

Table 5: Conciliation or Mediation Service	
Organisations	
BMA TRADA* BSI Installers Scheme Certass* Checkatrade Consumer Protection Association Consumer Protection Insurance FENSA* (owned by The GGF) GGFi (GGF scheme) Homepro (owns Fairtrades) Independent Warranty Association QANW Rated People TGO	None
Plastics Window Federation Trust a Trader UK Trades Confederation	Chargeable service available. Some organisations offer Conciliation or Mediation Services but do not say if they are chargeable or free or the scope of investigation. It has been assumed that unless advertised as free the services are chargeable. It is always best to check before committing.
Bondpay Buy With Confidence (limited service) Bygone Preferred Installers** DGCOS Fairtrades The Federation of Master Builders The Glass & Glazing Federation The Guild of Master Craftsmen Master Window & Conservatory Installer Association (MWCIA) Network VEKA TrustMark	Free service available

Note: \* BM TRADA, Certass and FENSA have a complaints procedure for building regulation issues for window & door installations.  
 \*\*Bygone guarantees the work and therefore there is implied intervention/conciliation.

## 11 | Independent Inspections of Disputed Installations

Of course, conciliation or mediation is likely to be more acceptable to both parties if an independent inspection is carried out on disputed installations to provide suitable evidence where it is needed. These reports are usually used by the conciliator or mediator to help identify problems and help negotiate a mutually agreeable resolution. The organisations that provide this as a free service are DGCOS, TGO and by implication because it guarantees the work of its members Bygone Preferred Installers. BM TRADA, Certass and FENSA provide a free service in respect of window and door installations but this may be limited

to building regulation matters and not cover other issues. A free service is particularly valuable to both parties because reports can be expensive. As a guide, independent inspections typically cost between £300 and £1,200, but could cost more if the report is going to be used to support litigation or court action. Even if the report states that the installation has problems and goes on to suggest solutions, the installer could refuse to carry out the work. This often leaves the consumer out of pocket, unless there is a mandatory mechanism to accelerate the complaint to arbitration.

**Table 6: Independent Inspections of Disputed Installations**

Organisations	
BSI Installers Scheme Buy With Confidence Checkatrade Consumer Protection Association Consumer Protection Insurance Fairtrades The Federation of Master Builders GGF (GGF scheme) Homepro (owns Fairtrades) Independent Warranty Association QANW Rated People UK Trades Confederation	None
The Glass & Glazing Federation The Guild of Master Craftsmen Master Window & Conservatory Installer Association (MWCIA) Plastics Window Federation Trust a Trader TrustMark	Chargeable Service
Network VEKA	Chargeable in certain circumstances.
BM TRADA Certass FENSA (owned by The GGF)	Free but only applies to window & door installations concerning building regulation matters.
Bondpay	Bondpay says it will sort out any problems between customer and installer but does not say how.
Bygone Preferred Installers	This organisation guarantees the work of its members and therefore there is implied intervention and inspection.
DGCOS TGO	Free service



## 12 | Arbitration

Arbitration is like conciliation or mediation but it is a more formal process with outcomes that are legally binding on both parties. Arbitration is usually a lot less expensive than litigation. A number of organisations direct disputing customers and installers to arbitration, but both parties usually have to agree to it because of its legally binding nature. Consumers normally have to pay for the service and take a chance that they will recover their costs. If a consumer wins the case there is no guarantee that the installer will be in a financial position to pay the compensation and/or afford to put right the problem. DGCOS has the only free and mandatory service (*mandatory*).

DGCOS members are contracted to this process at the point of entry into the scheme. TGO use the Alternative Disputes Resolution mechanism, which is not arbitration, but is similar and is free and has therefore been classified as arbitration for the purposes of this report.

Table 7: Arbitration Service Breakdown	
Organisations	
BM TRADA BSI Installers Scheme Buy With Confidence Bygone Preferred Installers Checkatrade Consumer Protection Association Consumer Protection Insurance Fairtrades FENSA (owned by The GGF) GGF i (GGF scheme) Homepro (owns Fairtrades) Independent Warranty Association Master Window & Conservatory Installer Association (MWCIA) QANW Rated People Trust a Trader UK Trades Confederation	None
Bondpay Certass The Federation of Master Builders The Glass & Glazing Federation The Guild of Master Craftsmen Network VEKA Plastics Window Federation	Optional & Chargeable Service  <i>(Some of these organisation will ensure that their members participate in arbitration if the consumer requests it.)</i>
DGCOS TGO	Free Service ( <i>mandatory if requested by customer</i> )

## 13 | Ombudsman (TGO vs DGCOS)

An Ombudsman is someone who can deal with complaints about businesses, organisations or other bodies that are part of an Ombudsman scheme, if a consumer feels they have been dealt with unfairly or have suffered some financial or other loss.

Ombudsman schemes' scope of investigation can vary widely, with most only able to make recommendations while others can make legally binding awards.

There are many Ombudsman schemes in the UK. Some schemes are statutory and have been set up by the Government (*and paid for by the tax payer*), for example, the Local Government Ombudsman, the Financial Services Ombudsman and The Health Service Ombudsman. Other schemes are non-statutory, such as the Telecommunications Ombudsman, the Surveyor Ombudsman, the Property Ombudsman and DGCOS.

In the window, door and conservatory sector an Ombudsman can help a customer, who is in dispute with their installer, avoid costly legal bills by giving them the opportunity to have their case dealt with, free of cost, by an independent experienced arbitrator. Until July 2011 there was only one Ombudsman in this sector – The Double Glazing & Conservatory Ombudsman Scheme (DGCOS). In July 2011 a second scheme came into being - The Glazing Ombudsman (TGO). This is the first opportunity that I have had to applaud the continuing efforts of the industry to improve consumer protection. It also gives me the opportunity to compare the two Ombudsman schemes.

It might seem strange that there are now two Ombudsmen covering the same industry but it does happen in other sectors e.g. Property. This has come about because being a member of an Ombudsman scheme in this industry (*and many other industries*) is not mandatory and therefore the choice whether to join lies with the installer.

Are the two schemes essentially the same? And if not, what are the differences and are those differences important? You will see overleaf a detailed comparison of how the two schemes work. First it's instructive to look at the respective objectives of the two schemes and understand the implications. So in their own words this is what they say they do:

"The Glazing Ombudsman (TGO) provides a free, fair and independent service for dealing with disputes between Registered Businesses and consumers.

Registered Businesses may be contractors or installers of replacement windows, doors, conservatories and roofline products. The Ombudsman is not a regulator of the industry or a consumer guardian. He remains impartial at all times." (*First paragraph TGO Consumer Guide - TGOV1/07/11, accessed March 2013*)

Objectives of The DGCOS Ombudsman Scheme: "DGCOS' mission is to provide comprehensive consumer protection and to bring together a group of high quality, specialist installation businesses from around the UK with the purpose of promoting best practice and providing consumers with a professional installation and guarantee. It also provides, free of charge to consumers, a mechanism to have complaints and grievances investigated by way of mediation or arbitration (using independent inspections where deemed necessary) with results which are fair and reasonable in the circumstances. DGCOS ensures that every customer of every member has deposit and work-in-progress protection and an insurance backed guarantee" ([http://dgcoss.org.uk/about\\_objectives.html](http://dgcoss.org.uk/about_objectives.html) accessed March 2013)

### Is an Ombudsman (or similar) really needed?

The main body of this report is a comparison of the various consumer protection elements and organisations in the sector. The comparison below is restricted to that of the 'arbiter of last resort' function, which if an installer does a professional job should only be needed in the most dire of circumstances. But nevertheless when it is needed it is vitally important that it functions well and provides consumers with the proper level of protection. And it is needed. The Which? Report (*Window Shopping, May 2012*) showed that of their members surveyed who used one of the big four national companies\* only 52% were problem free. Of those who used local firms 67% were problem free. In the twelve months to 31 March 2012 Consumer Direct received 16,575 complaints about double glazing, conservatories, replacement doors, guttering, fascias and other glazing services\*\*. A survey conducted by Opinium in August 2011\*\*\* showed that 7% of homeowners (*i.e. one in every 14*) were unhappy with their new conservatories, doors and windows.

\* Anglian, Everest, Safestyle and Zenith Staybright.

\*\* [www.oft.gov.uk/shared\\_oft/annual\\_report/2012/annexe-F.pdf](http://www.oft.gov.uk/shared_oft/annual_report/2012/annexe-F.pdf)

\*\*\* [http://www.dgcoss.org.uk/assets/Opinium\\_Survey\\_of\\_Homeowners.pdf](http://www.dgcoss.org.uk/assets/Opinium_Survey_of_Homeowners.pdf)

## 13 | Ombudsman (TGO vs DGCOS - continued)

Table 8: Ombudsman (TGO vs DGCOS) Breakdown		
Question	TGO	DGCOS
Who can use the Ombudsman?	Any consumer who has had an installation done by a TGO Registered Business, provided it was carried out during the period of membership.	Any consumer who has had an installation done by a DGCOS Member, provided it was carried out during the period of membership.
Are customers of lapsed Registered Businesses/ Members still covered?	It is unclear whether TGO would consider a complaint against a lapsed Registered Business, but it's probably unlikely in practice as Registered Businesses in certain circumstances have to pay for the TGO investigation	Yes
Are customers of Registered Businesses/ Members which are no longer trading still covered?	It is unclear whether TGO would consider a complaint against a Registered Business no longer trading. They may rely on the Insurance Backed Guarantee, which is not guaranteed to be in place (see below) and which may not cover the circumstances of the cessation of trade.	Yes
Are the services of the Ombudsman free to the consumer?	Yes	Yes
Is the Ombudsman independent?	Yes	Yes
How is the Ombudsman Scheme constituted?	<ol style="list-style-type: none"> <li>Set up by GGF &amp; FENSA in 2011 with facilities provided by the Property Ombudsman.</li> <li>It is not a profit making organisation</li> <li>It is a member of Ombudsman Association*</li> </ol> <p>* Previously known as British &amp; Irish Ombudsman Assoc.</p>	<ol style="list-style-type: none"> <li>Set up in 2006 with facilities provided by the Quality Assurance Ombudsman</li> <li>It is not a profit making organisation and is distinct from the administration organisation</li> </ol>
What are the accreditation requirements and procedure for acceptance of an installer into one of the Ombudsman schemes?	<ol style="list-style-type: none"> <li>Satisfactory FENSA/GGF vetting</li> <li>Registration with Competent Person Scheme, if appropriate</li> <li>Public Liability &amp; Employer's Liability Insurance</li> <li>A VAT number</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>A company registration number</li> <li>Two referees</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>A utility bill + copy of a passport or driving licence</li> </ol>	<ol style="list-style-type: none"> <li>Undergo a five point credit and background history check on the proprietors/directors which includes multiple phoenix* checks, credit scores, CCJ** checks and similar trading name checks.</li> <li>10 Customer &amp; 3 trade references</li> <li>Public Liability &amp; Employer's Liability Insurance</li> <li>Health &amp; Safety Policy</li> <li>Must have internal complaints procedure</li> <li>Comply with building control regulations on every installation</li> <li>Ongoing financial and insurance checks</li> <li>Ongoing customer satisfaction checks</li> <li>Ongoing site inspections</li> </ol>
What must Registered Businesses/ Members comply with to remain in their schemes?	<ol style="list-style-type: none"> <li>Abide by TGO Code of Practice</li> <li>Provide Deposit &amp; Work in Progress Protection - (various policies)</li> <li>Offer customers the opportunity to purchase an Insurance Backed Guarantee (IBG) - no standard policy</li> <li>Must have an internal complaints procedure</li> <li>Provide every customer with a Written Contract (to include Terms and Conditions)</li> <li>Provide every customer with a Written Guarantee</li> </ol>	<ol style="list-style-type: none"> <li>Abide by DGCOS Scheme Rules</li> <li>Provide every customer with a Written Contract (to include Terms and Conditions)</li> <li>Provide every customer with a Written Guarantee</li> <li>Provide Deposit &amp; Work in Progress Protection - The lower of £50,000 or 25% of the contract price</li> <li>Provide Insurance Backed Guarantee (IBG) up to the value of £200,000 - Compulsory for every customer &amp; included within the price of the contract</li> <li>Register every customer with DGCOS</li> <li>Allow DGCOS Inspectors to inspect any installation deemed necessary</li> <li>Allow DGCOS to send every customer a Satisfaction Questionnaire</li> </ol>

Question	TGO	DGCOS
What complaints will be considered?	<ol style="list-style-type: none"> <li>1. Infringements of legal rights</li> <li>2. Failure to follow the Code of Practice or any Registered Businesses own standards</li> <li>3. Unfair treatment</li> <li>4. Maladministration/poor service</li> </ol>	<ol style="list-style-type: none"> <li>1. Unfair treatment</li> <li>2. Unacceptable service</li> <li>3. Any situation that has led to distress</li> <li>4. Any situation that has led to inconvenience</li> <li>5. Any situation that has led to financial disadvantage</li> <li>6. Breach of contract</li> </ol>
What complaints will not be considered?	<ol style="list-style-type: none"> <li>1. Matters concerning Building Regulations</li> <li>2. Something which is being, or has been decided by some other Tribunal or Court. This includes criminal activity.</li> </ol>	Something which is being, or has been decided by some other Tribunal or Court. This includes criminal activity.
What must be done before taking a complaint to the Ombudsman?	Complain to TGO Registered Business	Consumers can go straight to the Ombudsman at any time.
What <u>free</u> options do consumers have before complaining to the Ombudsman?	<ol style="list-style-type: none"> <li>1. Complain to the TGO Registered Business</li> <li>2. Complain to any of the other organisations that the TGO Registered Business may belong to</li> <li>3. Complain to the press</li> </ol>	<ol style="list-style-type: none"> <li>1. Complain to the Member</li> <li>2. Try Conciliation*</li> <li>3. Try Mediation*</li> <li>4. Try independent inspections*</li> <li>5. Complain to the press</li> </ol> <p style="text-align: right;">* by contacting DGCOS</p>
Ombudsman complaints procedure (and who pays for what?)	<ol style="list-style-type: none"> <li>1. TGO decides if complaint falls within his remit, if so...</li> <li>2. Complaint form is sent for completion</li> <li>3. TGO informs complainant of progress</li> <li>4. Proposed decision communicated</li> <li>5. Any additional evidence submitted</li> <li>6. Final decision is made (binding on registered business not consumer)</li> <li>7. The process is free of charge to the consumer but installers may have to pay inspection and losers' fees</li> </ol>	<ol style="list-style-type: none"> <li>1. Completion of a complaint form</li> <li>2. DGCOS Ombudsman decides whether an investigation is necessary and if Mediation should be undertaken first (non-binding on both parties).</li> <li>3. Investigating Officer appointed to produce report</li> <li>4. All evidence collated from both parties</li> <li>5. Ombudsman investigates and makes a decision which is legally binding on both consumer and installer</li> <li>6. The process is free of charge to both consumers and installers</li> </ol>
Time allowed to complain to the Registered Business/Member in order that that complaint may then be referred to the Ombudsman	12 months (in writing) from becoming aware of a problem	Any time of becoming aware of a problem within the period of guarantee
Time allowed to refer a complaint to the Ombudsman (after bringing it to the attention of the Registered Business/Member)	6 months from the Registered Business's final response	3 months from any response from DGCOS Member and 4 months if the member fails to reply to original complaint. There are some exceptions but there is an absolute limit of 12 months
How long does the process take?	Unknown	Average of 12 weeks from when a complaint is received by The Ombudsman to making a decision

## 13 | Ombudsman (TGO vs DGCOS - continued)

Table 8: Ombudsman (TGO vs DGCOS) Breakdown - continued		
Question	TGO	DGCOS
What can the Ombudsman do to deal with the complaint?	<ol style="list-style-type: none"> <li>1. Direct the Registered Business to rectify the problem including issuing an apology</li> <li>2. Make an award for financial loss including where appropriate an award for aggravation, distress or inconvenience suffered</li> <li>3. Exclude the Registered Business</li> <li>4. Dismiss the claim</li> </ol>	<ol style="list-style-type: none"> <li>1. Refer the complaint to mediation as a first step</li> <li>2. Recommend the Member reconsider or rectify the complaint</li> <li>3. Make an award in compensation for loss, distress, inconvenience, breach of contract or related quality matters</li> <li>4. Exclude the Member</li> <li>5. Dismiss the claim</li> </ol>
With reference to the above how much could the Ombudsman award?	Up to £25,000. TGO says in practice it is anticipated that awards are likely to be similar amounts to those awarded by the Small Claims Court (i.e. up to £5,000)	Unlimited
Does a consumer have to accept the Ombudsman's decision?	No - the next course of action therefore would usually be to engage a solicitor. If TGO's decision is not accepted any award lapses	Yes – it is legally binding, but only if the complaint reaches the arbitration stage
What happens if an award is made and the Registered Business/Member can't or won't pay?	TGO will pay and pursue the Registered Business. As a new organisation TGO is sponsored by the GGF & Fensa to provide financial stability. TGO says that in the medium term its low fee structure for Registered Businesses will allow it to prosper. The Registered Business is also likely to be expelled.	DGCOS has an established Compensation Fund and payments are made from that. Additionally the Member will be expelled.

**Note:** \* A Phoenix company is a limited liability company that ceases to trade and reopens the business shortly afterwards as a new limited liability company. All the problems of the old business are left behind in the liquidated old company and thus dissatisfied customers cannot get help from the new

business, which may be operating under a name very similar to that of the old business and trading from the same address  
 \*\*CCJ is a county court judgement in respect of an unpaid debt.

## Conclusion On Comparison Between TGO And DGCOS

My conclusion is that the Ombudsman schemes are very different. The decisions that may be handed down by the respective schemes may not be very different, but there are two major differences. Most importantly TGO is, in its own words, a 'no frills' service while DGCOS is a complete consumer protection package. That package includes compulsory deposit protection and insurance backed guarantee (IBG's), which will protect consumers in the event of their installer going out of business or retiring. TGO has an optional requirement for IBG's that, apart from being optional may not provide the same level of cover as the DGCOS's IBG. This means that a customer of a TGO Registered Business may not have adequate protection in the event of their installer ceasing to trade. Secondly the consequences of decisions made by the respective schemes are different. With TGO, the decisions are not legally binding on both parties whereas with DGCOS they are. And the maximum level of compensation is different. The TGO's Compensation Fund is limited to

maximum payments of £25,000 and this facility is not available for the member. The DGCOS Compensation Fund is unlimited and is available to both parties. Compensation for a disastrous conservatory installation may exceed TGO's £25,000 maximum. Additionally it is unclear whether TGO will protect consumers where the Registered Business has either gone out of business or membership has lapsed. DGCOS protects consumers in all circumstances.

The comparison is stark. TGO says it is not 'a consumer guardian' while DGCOS says its mission is to 'provide comprehensive consumer protection'. TGO is an Ombudsman Scheme, DGCOS is a consumer protection organisation with an Ombudsman as one of the protection mechanisms.

Consumers should decide which scheme suits their needs and concerns and then check that their installer is in their chosen scheme – obviously this must be done before signing any contract.



## 14 | Compensation Fund

It's all very well getting a legally binding decision through arbitration or from the Ombudsman, but what if the installer ceases to trade, or will not comply with the terms of the arbitration or Ombudsman's award? If there is compensation to be paid, or a requirement to correct an unsatisfactory installation, where does the money come from? The answer is a compensation fund. DGCOS was the first organisation in the double glazing industry with a separate compensation fund to back up awards made by the Ombudsman via arbitration. Payments can be made from the fund which is unlimited and there is no cap.

The Glazing Ombudsman (TGO) has also set up a compensation fund to compensate a customer if one of its members will not comply with the terms of TGO award. Payments of up to £25,000 can be made from the fund. However providing compensation where the installer has ceased to trade is less clear. TGO rules state that a customer must first check that an installer is registered with TGO and then go through a formal complaints procedure with that installer. Of course if

an installer has ceased to trade they would not be still registered with TGO and it would be impossible to go through the complaints procedure. So it appears that TGO's remit does not cover these circumstances. The dilemma is compounded by the fact that TGO registered businesses are not compelled to provide Insurance Backed Guarantees (IBG) to their customers. This leads to two major problems. Firstly the customer may not have been given or have purchased an IBG and secondly, because TGO has approved a number of IBG policies each of which could have different terms and conditions, many of those IBGs are unlikely to cover every event that may lead to a business ceasing to trade

All DGCOS customers are automatically given deposit protection, stage payment protection and an IBG that covers ceasing to trade in any circumstance and is further backed up by its compensation fund in the unlikely event that the insurance provider does not compensate the customer.

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## 15 | Recommendations - The Ideal Consumer Protection Organisation

Ideally all organisations should be encouraged to raise the standard of the consumer protection they offer so consumers can be confident that the protection they expect is actually there when needed.

### **Blueprint for the ideal consumer protection organisation**

Consumer protection operates much like a chain, where all the important elements need to be present and linked for it to work, and for the consumer to be fully protected. If one link is broken or missing the chain doesn't work. Organisations that provide some elements of protection but not others risk letting consumers down when they need help most.

This does not help the reputation of the industry.

Unfortunately many installers belong to a variety of organisations each providing a piece of a 'complete consumer package'. This means that a would-be customer has to do more investigative work to ensure that they are fully covered in the event of a problem occurring.

So, this section and the next (16 Recommendation - Ten Questions Consumers Should Ask) have been included to make that investigation a little easier. What would an effective consumer protection organisation look like? What would it have to do, what are the essential elements if we were to start from scratch and build a brand new organisation that gave consumers comprehensive protection? What would be the key elements? Table 9 lists the following eleven essential elements of an Ideal Consumer Protection organisation:-

## 15 | Recommendations - The Ideal Consumer Protection Organisation (continued)

**Table 9: The 11 Essentials For An Ideal Consumer Protection Organisation**

1	<p>The organisation should vet its members thoroughly before accepting them. The following checks should be compulsory as a minimum:</p> <ul style="list-style-type: none"> <li>• Investigating the past history of the installer and its principals to reveal any history of multiple 'phoenixing', county court judgments, disqualified directors etc.;</li> <li>• Obtaining references from several customers and suppliers of the applicant installer;</li> <li>• Vetting the installer's guarantee and customer contracts, including its terms &amp; conditions, for fairness and clarity;</li> <li>• Establishing that the installer has a clear complaints procedure and a nominated complaints handler (in the event the consumer needs to make a complaint about any aspect of their dealings with the installer).</li> </ul>
2	<p>Members are continuously assessed during their membership to ensure they maintain a high level of consumer satisfaction. The best ongoing vetting occurs when all of an installer's customers are encouraged to respond to a satisfaction questionnaire during the installer's period of membership with the organisation. An effective consumer protection body should write independently to each of its members' customers to rate their service in many key areas. The results should be available for independent scrutiny (if the need arises).</p>
3	<p>Members should provide compulsory deposit protection insurance when taking a deposit. The following are essential:</p> <ul style="list-style-type: none"> <li>• Insurance should cover at least 10% of the contract price and preferably 25%;</li> <li>• Cover should be automatic. The consumer should not need to notify the insurance company that they have given a deposit, fill out any forms or send anything to the insurance provider;</li> <li>• The insurance policy should pay out even if the deposit is paid by credit card;</li> <li>• There should be no time limit between paying a deposit and making a claim. This is to cover delays of over 90 days in starting work.</li> </ul>
4	<p>Stage payments consumers make should be protected. Some larger installations e.g. conservatories can stretch over a long period of time and cost more and it is therefore vital consumers are protected should the installer cease to trade during the installation.</p>
5	<p>Members should provide every customer (not just selected ones) with an Insurance Backed Guarantee (IBG) as standard. Key requirements:</p> <ul style="list-style-type: none"> <li>• Consumers should be automatically covered without the need to apply for the policy or return a satisfaction note;</li> <li>• The IBG should pay out regardless of how the installer ceases to trade;</li> <li>• The IBG should pay out whether consumers have paid by credit card, bought on finance or paid via any other method;</li> <li>• Consumers should not be charged an excess when making a claim.</li> </ul>
6	<p>There should be a robust and effective mechanism for dealing fairly with disputes between the installer and consumer. The consumer protection organisation must be able to investigate complaints about its members and have wide ranging powers of enforcement. This should extend to investigating complaints about miss-selling, installation problems, after sales service, maladministration, undue delays, unprofessional behaviour and warranty servicing issues. This comprehensive service should be provided free of charge to the consumer. The organisation should have the power to enforce decisions and, if necessary, force the member to rectify problems or in extreme cases put them right themselves.</p>
7	<p>Consumers who are dissatisfied with their installer or their work should be able to contact the organisation to which the installer belongs and have free access to Conciliation and/or Mediation, before escalating the complaint if it is not resolved.</p>
8	<p>If an independent inspection is required then the consumer protection organisation should provide this free to the consumer.</p>
9	<p>As arbitration is binding on both parties, it is important that the organisation has a legally binding contract with each member regarding arbitration. If the consumer requests arbitration then the installer should not be able to opt out of the process.</p>
10	<p>The consumer protection organisation should have a compensation fund to support decisions made by arbitration in case either party (the installer or the consumer) does not comply with the decision. This ensures that awards are complied with and both parties involved in the dispute are confident that awards will be honoured and promises made good.</p>
11	<p>The ideal consumer protection organisation will make it clear and transparent on its website and/or marketing literature what protection it offers so consumers can easily find it and can choose an installer knowing what protection they can rely on.</p>

## 15A | How Organisations Match Up To The Ideal Consumer Protection Organisation

In this edition I have attempted, from the information available, to demonstrate how the organisations compare to that of an ideal consumer protection organisation. I say attempted because many organisations do not publish full details of their procedures. For example some organisations say that they vet thoroughly but don't say how or what they vet. Also I have found it very difficult to clearly show how a disparate group of organisations perform against the eleven essential consumer protection elements.

The table overleaf lists all organisations but only compares fifteen in detail – Bondpay, BWC, Bygone, CPA, DGCOS, Fairtrades, FMB, GGF, The Guild of Master Craftsmen, MWCIA, Network VEKA, PWF, TGO, TrustMark, and UKTC. This is because most organisations do not hold themselves out to be pure consumer protection organisations. Having said that, the confusion starts because they all provide some consumer protection. So to simplify the comparison and to avoid unfair comparisons I have focused on the fifteen that feature consumer protection as a key component. But first I will comment briefly on those organisations which have a more specialist function and consequently provide limited consumer protection.

BM TRADA, FENSA, BSI, & Certass are organisations that license installers to self-certify compliance with window & door thermal performance Building Regulations. It's an essential function and particularly important when it comes to selling a house. But in this licencing role consumer protection is usually limited to having a complaints mechanism covering those Building Regulations issues (*plus ensuring installers provide deposit protection covering those products*). Some of these organisations are also TrustMark operators and as such will provide more protection for the consumer – provided the installer is a TrustMark member. Network VEKA can also license installers to self-certify but because of its other activities I have compared it to the other main organisations providing consumer protection.

Checkatrade, Trust a Trader and Rated People are trader search organisations. They usually do some vetting and have a customer feedback mechanism. Some may offer a conciliation service.

CPI, GGF, Homepro, IWA, and QANW are insurance organisations offering deposit protection and IBG's. For the purposes of this section of the report I have decided not to treat these as consumer protection organisations as it is at the discretion of the installers whether or not they give or just offer such policies. Consumers should, however, ensure that they are either given or buy deposit, stage payment and IBG insurance and that that insurance covers all eventualities, particularly regarding their installer ceasing to trade for whatever reason over the life of their guarantee.

The chart overleaf compares the organisations in this report to an ideal consumer protection organisation. I have not made a comparison of the eleventh criteria above – the clarity and usefulness of websites and literature is too subjective for me to comment, plus some are changed regularly. The first criteria is also problematic in that details are often not provided but as this is such an important aspect I have done my best to provide a comparison. There are inevitably a number of caveats in the table to the other criterion covered. If in doubt consumers should check out the website and literature for themselves or contact the organisation directly with any questions and ask for documentary evidence to be provided.

## 15A | How Organisations Match Up To The Ideal Consumer Protection Organisation

Table 10 Key: How Organisations Match Up To The Ideal Consumer Protection Organisation	
✓	Organisations that fulfil the criteria.
✓ ( )	Organisations that fulfil the criteria, but have conditions, below, that consumers should note. ✓ (a) Bondpay says it will sort out problems but doesn't say how. ✓ (b) Bygone doesn't have free conciliation or free inspections but it will guarantee the product and installation. It is unclear how it does this. ✓ (c) Customer has to register the policy application. ✓ (d) Optional or available on request. ✓ (e) Excess applies. ✓ (f) Customer has to check that the policy has been registered by the installer. ✓ (g) Various policies have been approved and it is likely that different terms & conditions will apply. ✓ (h) Not legally binding on the consumer.
✗	Organisations that don't fulfil the criteria.
✗ ( )	Organisations that don't fulfil the criteria for particular reasons worthy of note. ✗ (a) Bondpay takes and holds the full price (or staged payments for bigger jobs) up front. Payment protection is thus provided by Bondpay. It provides a one year guarantee, but is not insurance backed.
○	Organisations that don't give sufficient information to make a judgement.
*	The specialist organisations opposite have not been assessed because they do not claim to offer comprehensive consumer protection. Some, however, may be TrustMark operators which could mean consumers have access to free conciliation/mediation, but this depends on whether the installers that use such specialist organisations are TrustMark registered as well.

### NOTES ON HOW EACH ESSENTIAL ELEMENT HAS BEEN ASSESSED:

**Thorough vetting** – This includes stating how many references are checked, financial and director checks, vetting installers' guarantee and customer contracts (including terms & conditions) for fairness and checking installers have a complaints procedure. Only those organisations that have provided a reasonable amount of detail have received a ✓. Others that vet, but have given few details are marked ○. More details of vetting can be found in section 9.

**Continuous assessment** – Only those organisations that write independently to each of their members' customers received a ✓. Others that have ongoing assessment by other means or do not provide details are marked ○.

**Deposit protection** – Only those that provide compulsory protection free of charge get a ✓.

**Stage payment protection** – Only those that provide compulsory protection free of charge get a ✓.

**Insurance Backed Guarantee (IBG) protection** – Only those that provide compulsory protection free of charge received a ✓.

**Robust dispute resolution mechanism** – This is judged to be any organisation that meets the criterion for the following three dispute mechanisms (i.e. has a ✓ in points 7, 8 & 9).

**Free conciliation/mediation** – Some organisations say that they have conciliation or mediation but do not make it clear if it is free.

**Free independent inspections**

**Free mandatory legally binding arbitration** – Free to the consumer and mandatory for the installer.

**Compensation fund** – That backs up any arbitration award.

### Conclusion

In summary the chart shows that most organisations do not fulfil many of the essential elements and even those that have a number of ticks to their credit often have conditions attached that consumers should check out before making a decision. The notable exception is DGCOS which has unconditional ticks against all the essential elements. This is not surprising considering that is the only organisation in the industry that has been set up to provide consumers with all-inclusive and wide-ranging protection.

(continued)

**Table 10: How Organisations Match Up To The Ideal Consumer Protection Organisation**

Organisation	Essential Element									
	Thorough Vetting	Continuous assessment	Deposit Protection (Compulsory)	Stage Payment Protection (Compulsory)	IBG given as standard (Compulsory)	Robust dispute resolution mechanism	Free conciliation/mediation	Free independent inspections	Free mandatory legally binding arbitration	Compensation fund
BM TRADA	Thermal Performance Building Regulations Organisation, see above									
Bondpay	X	X	X (a)	X (a)	X (a)	V	✓ (a)	X	X	X
BSI*	Thermal Performance Building Regulations Organisation, see above									
BWC	○	X	X	X	X	X	X	X	X	X
Bygone	○	✓	X	X	X	X	✓ (b)	✓ (b)	X	X
Certass*	Thermal Performance Building Regulations Organisation, see above									
Checktrade*	Trader Search Organisation, see above									
CPA	○	○	✓ (c)	✓ (c/d)	✓ (c)	X	X	X	X	X
CPI	Insurance Provider, see above									
DGCOS	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Fairtrades	○	X	X	X	X	X	✓	X	X	X
FMB	✓	X	X	X	X	X	✓	X	X	X
FENSA*	Thermal Performance Building Regulations Organisation, see above									
GGF	X	X	✓	X	X	X	✓	X	X	X
GGFi	Insurance Provider, see above									
Guild of Master Craftsmen	X	X	X	X	X	X	✓	X	X	X
Homepro*	Insurance Provider, see above									
IWA*	Insurance Provider, see above									
MWCIA	X	X	X	X	X	X	✓	X	X	X
Network VEKA	✓	✓	✓ (c)	✓ (c)	✓ (e)	X	✓	X	X	X
PWF	○	X	✓ (f)	X	✓ (f)	X	✓	X	X	X
QANW*	Insurance Provider, see above									
Rated People*	Trader Search Organisation, see above									
TGO	X	X	✓ (g)	✓ (g)	X	X	X	✓	✓ (h)	✓
Trust a Trader*	Trader Search Organisation, see above									
TrustMark**	○	○	X	X	X	X	✓	X	X	X
UK Trades Confederation	X	X	X	X	X	X	X	X	X	X

## 16 | Recommendations - Ten Questions Consumers Should Ask (Before Buying)

Table 11: The Top 10 Questions Consumers Should Ask (before buying): -	
1	Ask the installer which trade bodies they belong to and get proof of membership.
2	Double check with the trade body to verify membership (at the same time verifying recommendation no. 10 below)
3	Ask for a copy of the installers guarantee before placing your order
4	Always ask for a written guarantee on completion from the installer with the terms and period of cover clearly stated. If your guarantee doesn't arrive within a week or two of your project being completed you may need to chase the installer.
5	Ask the installer if an insurance backed guarantee (IBG) is offered or included in the price.
6	Ask to see the installer's contracts and terms & conditions before placing an order. Ask the installer to explain any terms you don't understand.
7	<p>If you are asked to pay a deposit check:</p> <ul style="list-style-type: none"> <li>• If the installers provides deposit protection insurance.</li> <li>• How much of the deposit is covered under the insurance.</li> <li>• If you will need to notify/register your deposit with the insurance provider and if so within what timescales.</li> <li>• If there is a time a limit on the deposit protection and also the time limit on making a claim i.e. how long does the cover last for?</li> </ul>
8	Ask the installer which insurer provides the IBG and ask to see a sample policy.
9	<p>Contact the IBG provider and check:</p> <ul style="list-style-type: none"> <li>• If you have to apply for the policy and by what date.</li> <li>• If you need to send a satisfaction slip back and by when.</li> <li>• If the installer has to register the customers details within the insurance provider.</li> <li>• If the IBG pays out regardless of how the installer cases to trade.</li> <li>• If the IBG pays out even if the consumer paid by credit card or bought on finance</li> <li>• If there's an excess charge when you make a claim on an IBG.</li> </ul>
10	<p>Contact the trade organisations and check:</p> <ul style="list-style-type: none"> <li>• How they can help the consumer in the event of a dispute and if there are any costs involved.</li> <li>• If an inspection service and report is available should a dispute arise (and how much it costs).</li> <li>• If the inspection report finds in the consumer's favour how they can enforce this.</li> <li>• If there is a legally binding arbitration service if disputes are not resolved at an earlier stage, and how much it costs.</li> <li>• How they support a consumer in the event of the installer not complying with any decisions.</li> <li>• Is your website and/or marketing literature up to date and accurate? Do you provide additional protection that I as a consumer should know about? Could I see where that is specified please?</li> </ul>



## 17 | Overall Conclusions

This report highlights the very real differences between organisations that purport to offer consumer protection to homeowners buying windows, doors and conservatories and allied products such as roofline replacement. The subject is very confusing and complicated for consumers and for the media that tries to make sense of it. It is also confusing for the industry that wants to clean up its act and provide protection for consumers. Many in the industry still think consumers are far better protected than they actually are.

Consumer Direct (*Government funded and run by the Citizens Advice, [www.direct.gov.uk/consumer](http://www.direct.gov.uk/consumer)*) recorded over 16,000 complaints in 2011/2012 from homeowners who had complained, having failed to achieve satisfaction. Which? magazine published a report in July 2010 (*'Double Trouble', an investigation into double glazing*) which lambasted five of the large national home improvement companies for bad sales practices. Which?'s latest double glazing satisfaction survey (*Which? magazine May 2012*) shows that only 52% of Which? members surveyed and had used one of the big four national companies had a problem free installation. Which members who used local independents fared better with 67% problem free, in other words a near 30% better performance from local installers. Most local firms cannot afford to do bad jobs. Unlike large national firms most of their work comes via recommendations and referrals and they live near where they work so they cannot afford to have unhappy customers. Organisations such as Network VEKA and DGCOS also build in consumer satisfaction surveys to their ongoing member vetting to help their members keep track of customer satisfaction.

But bad news travels faster and farther than good, and the consumer needs protection for what goes wrong, not what goes right: the term. 'Caveat emptor' (*buyer beware*) is still relevant.

Consumer protection for home improvements is inadequate and confusing, but it could quickly be improved if all organisations and the industry adopted the best practice of the few (see 'Recommendation' section page 32). The double glazing and conservatory industry has been understandably sensitive to how it is depicted in the media and slow to face up to the damage to its reputation poor consumer protection causes. But there are now strong signs that the industry is facing

up to the need to put its house in order. The launch of DGCOS at the beginning of 2010 stimulated an intense industry-wide debate about consumer protection and the need to improve the industry's reputation. The publication of the first edition of this report also prompted a number of firms to reveal they offered more protection than was apparent from their websites, and on 26th July 2011 the GGF sponsored the launch of a new ombudsman service – The Glazing Ombudsman (TGO). This move is to be welcomed. Unfortunately the differences between the two ombudsman schemes may well add to the confusion and lull consumers into thinking both schemes provide identical levels of consumer protection – they don't.

It is clear that putting the spotlight on consumer protection works. Showing how difficult it is for a consumer when things go wrong, and making known which organisation offers what protection is already starting to improve matters. But transparency itself is an issue. For the homeowner, consumer protection is a confusing patchwork of different and incomplete schemes and the situation is made worse by the lack of transparency among organisations that provide that protection. Several organisations responded to the first report by saying they did offer more protection than I reported and why didn't I ask them. But if consumers cannot see it on their website or in their marketing materials, how would they know about it? It is not reasonable to put the burden of protection on consumers who are expected to quiz secretive organisations about services and protection they may offer if they don't even make it into their small print. It is reasonable for a consumer to think that if it isn't on their website or marketing literature then they don't offer it, or don't want to offer it. In which case, a consumer might wonder, how safe is their safety net? The principle should be: *if they offer it they should show it clearly!*

Several organisations state that members have to provide certain protection, or offer others. But compliance and how organisations check that their members do comply with their requirements is an issue in itself. There needs to be a mechanism so organisations can check that the safety net is in place and working for consumers to feel peace of mind. Somewhere on an organisation's website or marketing material this should be set out so consumers who are

(continued overleaf)

## 17 | Overall Conclusions *(continued)*

concerned can satisfy themselves. Few organisations make all this clear. DGCOS shows how compliance is policed and what happens if members do not comply and will ensure that any consumer disadvantaged by a member is comprehensively protected. The industry could do with adopting this best practice.

The report's author does not believe that the industry is populated by rogues, conmen and cowboys - quite the opposite - despite a few well-publicised examples of bad practice which unfortunately do nothing to help the industry's reputation. Many consumers do believe that

the investment in their home improvement project is far better protected than it really is. Many installers also believe the organisations and schemes they belong to offer better protection for consumers than they actually do. Most installers get few complaints about their work, and they deal quickly and professionally with those complaints, so they only rarely put that protection to the test. But when that protection is put to the test they and the consumer soon discover its limitations. Although a small number of organisations have shown what can be done, there is still much to improve across the industry as a whole.

## **APPENDICES**

## A1 | Consumer Protection Comparison Chart

Organisation	Type of organisation	Website	Deposit Protection From Installer	Protection of stage payments	Written Guarantee from Installer
BM TRADA	Standards and building regulations self certification compliance organisation	<a href="http://www.bmtrada.com">www.bmtrada.com</a>	Yes for window and door installations only but many different schemes are in operation. (conservatories not covered)	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken or in connection with building regulations
Bondpay	Payment intermediary	<a href="http://www.bondpay.co.uk">www.bondpay.co.uk</a>	Takes and holds the full price (or staged payments for bigger jobs) up front. Payment protection is provided by Bondpay	Provides up to 50% of the price to cover any additional cost of putting right work in progress.	Depends on Installer
BSI Installers Scheme (Window & door installation Kitemark)	Standards and building regulations self certification compliance organisation	<a href="http://www.bsigroup.co.uk">www.bsigroup.co.uk</a>	Yes for window and door installations only but many different schemes are in operation. (conservatories not covered)	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer
Buy With Confidence (BWC Trading Standards)	Standards organisation	<a href="http://www.buywithconfidence.gov.uk">www.buywithconfidence.gov.uk</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer
Bygone Preferred Sash Windows Installers	Product supplier network	<a href="http://www.bygonecollection.co.uk">www.bygonecollection.co.uk</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Compulsory for every customer. The product provider, Bygone Collection give the product guarantee
Certass	Building regulations self certification compliance organisation	<a href="http://www.certass.co.uk">www.certass.co.uk</a>	Yes for window and door installations only but many different schemes are in operation. (conservatories not covered)	Not specifically mentioned	Yes but only compulsory in respect of window & door installations
Checktrade	Principally a trader search website	<a href="http://www.checktrade.com">www.checktrade.com</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer
Consumer Protection Insurance	Insurance protection provider	<a href="http://www.cpiltd.org.uk">www.cpiltd.org.uk</a>	The lower of £50,000 or 25% of the contract price (90 days but automatically extended)	Yes	If IBG taken up
Consumer Protection Association	Principally an insurance protection provider	<a href="http://www.thecpa.co.uk">www.thecpa.co.uk</a>	Lower of £7,500 and 25% of contract price. Customers will have to register it by recorded delivery within 7 days of paying deposit. Cover lasts for 90 days	Cover can be arranged if requested	Compulsory for every customer.
DGCOS	Ombudsman scheme provider	<a href="http://www.dgcos.org.uk">www.dgcos.org.uk</a>	Compulsory for every customer. The lower of £50,000 or 25% of the contract price (90 days but automatically extended)	Yes - Compulsory for every customer. All stage payments protected.	Compulsory for every customer.
Fairtrades	Trade association	<a href="http://www.fairtrades.co.uk">www.fairtrades.co.uk</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes
(The) Federation of Master Builders (FMB has varying criteria for different levels of membership)	Trade association	<a href="http://www.fmb.org.uk">www.fmb.org.uk</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer

<b>Guarantee backed by Insurance Company (IBG)</b>	<b>Accredited or Vetted Installers</b>	<b>Conciliation or Mediation Service</b>	<b>Independent Inspections on disputed installations</b>	<b>Arbitration Service</b>	<b>Ombudsman</b>	<b>Compensation Fund</b>
Requires members offer an IBG in respect of window & door installations. (conservatories not covered)	Random on-site inspections, specialist training	Free complaints procedure for building regulation issues	Free but only applies to window & door building regulation issues	None	None	None
1 year guarantee given by Bondpay, provided the installer gives a written guarantee	None	Free	Bondpay say they will sort out problems but don't say how	Optional and chargeable	None	None
Requires members offer an IBG in respect of window & door installations. (conservatories not covered)	Random on-site inspections	None	None	None	None	None
Not compulsory and therefore will depend on installer and may be chargeable	Trading for >6 months, audits, customer references, check of Trading Standards complaints & feedback forms and CRB checks in some circumstances.	Free civil advice & some Councils provide conciliation services	None	None	None	None
Not compulsory and therefore will depend on installer and may be chargeable	Training requirement, NVQ level 2 + customer feedback	Bygone will guarantee the product and installation	Bygones will guarantee the product and installation	None	None	None
Must be offered as an option - may be chargeable.	Financial checks, references, random on-site inspections & specialist training	Free	Free but may only apply to building regulation issues.	Optional and chargeable	None	None
Not compulsory and therefore will depend on installer and may be chargeable	At least 6 customer references. Qualification check and ongoing customer feedback	None	None	None	None	None
Yes	"Customer & Supplier references. Ongoing customer satisfaction checks. Annual financial checks. Health & Safety policy checks, public and employers liability checks. Guarantees and T&C's checks."	None	None	None	None	None
Yes. Included within price. Customers must apply for it within 28 days of completion of work	Trading & financial records. Quality & technical skills. Ongoing customer satisfaction checks	None	None	None	None	None
Yes - Compulsory for every customer. Included within price for every customer	"Customer & Supplier references. Ongoing customer satisfaction checks. Annual financial checks. Health & Safety policy checks, public and employers liability checks. Guarantees and T&C's checks."	Free	Free	Yes - Mandatory and Free	Free and legally binding on both parties	Yes - there is no cap on payments from the fund
Must be offered as an option - may be chargeable.	Customer references and feedback. Credit rating.	Free	None	None	None	None
Not compulsory and therefore will depend on installer and may be chargeable	Trading for 1 year+ Inspection, Financial checks & references (FMB members' criteria - Affiliates have fewer checks)	Free	None	Optional and chargeable	None	None

(continued overleaf)

## A1 | Consumer Protection Comparison Chart (continued)

Organisation	Type of organisation	Website	Deposit Protection From Installer	Protection of stage payments	Written Guarantee from Installer
FENSA (owned by The Glass & Glazing Federation)	Building regulations self certification compliance organisation	<a href="http://www.fensa.org.uk">www.fensa.org.uk</a>	Yes for window and door installations only but many different schemes are in operation. (conservatories not covered)	Not specifically mentioned	Yes but only compulsory in respect of window & door installations
(The) Glass & Glazing Federation	Trade association	<a href="http://www.ggfi.org.uk">www.ggfi.org.uk</a>	The lower of £3,000 or 25% of the contract price	Not compulsory and therefore will depend on installer and may be chargeable	Compulsory for every customer.
GGFI (owned by The Glass & Glazing Federation)	Insurance protection provider	<a href="http://www.ggfi.org.uk">www.ggfi.org.uk</a>	Only available if Installers gives an IBG (not offers one) and varies according how long the installer has been trading - starting from the lower of £800 or 10% of contract price	Not specifically mentioned	If IBG taken up
(The) Guild of Master Craftsmen	Trade association	<a href="http://www.guildmc.com">www.guildmc.com</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer
Homepro (owns Fairtrades)	Principally an insurance protection provider	<a href="http://www.homepro.com">www.homepro.com</a>	Lower of £10,000 and 25% of contract price. Cover lasts for 90 days	Yes - but only available with certain policies so check	If IBG taken up
Independent Warranty Association (IWA)	Insurance protection provider	<a href="http://www.iwa.biz">www.iwa.biz</a>	Probably up to 25% of contract price.	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer
Master Window and Conservatory Installer Association	Trade association	<a href="http://www.mwcia.co.uk">www.mwcia.co.uk</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer
Network Veka	Product supplier network and building regulations self certification compliance organisation	<a href="http://www.networkveka.co.uk">www.networkveka.co.uk</a>	Lower of £10,000 and 25% of contract price. Customers have to register their application for protection. Cover lasts for 90 days	Yes up to either 50% or 75% of contract price depending on stage of work. Customers have to register their application for protection. Cover lasts for 4 months	Compulsory for every customer.
Plastics Window Federation	Principally an insurance protection provider	<a href="http://www.pwfed.co.uk">www.pwfed.co.uk</a>	Yes - up to 15% of the contract price. Cover lasts for 56 days	Not specifically mentioned	Compulsory for every customer.
QANW	Insurance protection provider	<a href="http://www.qanw.co.uk">www.qanw.co.uk</a>	No information available apart from it is a 90 day cover and customers need to register it.	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer
Rated People	Trader search website	<a href="http://www.ratedpeople.com">www.ratedpeople.com</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer
TGO (The Glazing Ombudsman)	Ombudsman scheme provider	<a href="http://www.glazingombudsman.com">www.glazingombudsman.com</a>	Compulsory for every customer. Various schemes (90 days but can be extended)	Yes	Yes
Trust a Trader	Principally a trader search website	<a href="http://www.trustatrader.com">www.trustatrader.com</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer
TrustMark	Code of practice scheme	<a href="http://www.trustmark.org.uk">www.trustmark.org.uk</a>	Must be offered as an element of the IBG option - may be chargeable and must be at least £10,000 or 25% of contract price	Must be offered as an element of the IBG option - may be chargeable	Yes if IBG taken up otherwise depends on Installer
UK Trades Confederation	Trade association	<a href="http://www.UKTC.com">www.UKTC.com</a>	Not compulsory and therefore will depend on installer and may be chargeable	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer

### Notes:

- This chart is not a comprehensive comparison of the services of the organisations. It only covers what they do in connection with consumer protection issues.
- This table has been compiled from information contained on each organisation's website and other available sources. Protection standards can change - always check for the latest information.
- Efforts have been made to ensure that the information is accurate at the time of publication. If any organisations would like to submit corrective information please do so by writing to [david.p.herman@gmail.com](mailto:david.p.herman@gmail.com)
- Most organisations require their members to comply with a code of practice and have appropriate business insurance.



<b>Guarantee backed by Insurance Company (IBG)</b>	<b>Accredited or Vetted Installers</b>	<b>Conciliation or Mediation Service</b>	<b>Independent Inspections on disputed installations</b>	<b>Arbitration Service</b>	<b>Ombudsman</b>	<b>Compensation Fund</b>
Requires members offer an IBG in respect of window & door installations (conservatories not covered).	Competency & financial checks. Random on-site inspections for compliance with building regulations	Free complaints procedure for building regulation issues	Free but only applies to window & door building regulation issues	None	None	None
Not compulsory and therefore will depend on installer and may be chargeable	Installers must have been trading for at least 3 years + Customer & Trade references + Accounts + Visit	Free but probably only correspondence based and not available if legal action is threatened.	Optional and probably chargeable	Optional and probably chargeable	None	None
Some installers give an IBG others offer a chargeable IBG. Those trading for less than 18 months up to £15,000 and 18+months up to £30,000+	Yes Financial checks.	None	None	None	None	None
Not compulsory and therefore will depend on installer and may be chargeable	Traders must have been trading for at least 2 years. Customer references	Free - usually correspondence based.	Optional and chargeable	Optional and chargeable	None	None
Some installers give an IBG others offer a chargeable IBG. Customers must return a satisfaction slip - there may be a time limit for this. There may be an excess	Customer references + financial checks + ongoing customer feedback	None	None	None	None	None
Yes, but it is unclear whether they are 'given', 'offered' or both. No excess	Vetted but details not disclosed. Ongoing customer satisfaction checks	None	None	None	None	None
Not compulsory and therefore will depend on installer and may be chargeable	Trading record. On-site inspections.	Free	Yes but chargeable	None	None	None
Yes compulsory for every customer. Included within the price for very customer but £100 charge per claim.	Trading for 1 year+, ongoing audit, customer satisfaction checks, references and training	Yes	Yes but may be chargeable	Optional and may be chargeable	None	None
Yes	Vetted but details not disclosed apart from the fact that it covers sales staff	Yes	Yes but is chargeable	Optional and is chargeable	None	None
Yes	Financial checks	None	None	None	None	None
Not compulsory and therefore will depend on installer and may be chargeable	Ongoing customer ratings	None	None	None	None	None
Requires members offer an IBG. May be chargeable	Uses GGF & FENSA vetting information	None	Yes	Yes	Yes	Yes - with payments up to £25,000
Not compulsory and therefore will depend on installer and may be chargeable	At least 5 customer references and ongoing ratings	Yes	Yes but may be chargeable	None	None	None
Must be offered as an option - may be chargeable. Cover must be for a minimum of 6 years	On-site inspections + trading record + credit ratings + customer satisfaction checks + Trading Standards checks	Free	Yes , but usually chargeable	Optional and chargeable	None	None
Not compulsory and therefore will depend on installer and may be chargeable	3 customer references	Yes but may be chargeable	None	None	None	None

- e) Many installers use or belong to a number of organisations.
- f) Some organisations have connections with other organisations.
- g) Building regulation self certification compliance rules do not apply to Conservatories, Porches & New Build as these are not covered by self-certification procedures for windows and doors.

- h) Stage payments usually only apply to conservatories and porches

## A2 | OFT - Complaints to Consumer Direct (1 April 2011 to 31 March 2012)

The Office of Fair Trading (OFT) is a non-ministerial government department. Consumer Direct is the government funded telephone and online service offering information and advice on consumer issues. Consumer Direct is funded by the Office of Fair Trading and delivered in partnership with Local Authority Trading Standards Services.

The table on the right details how many complaints Consumer Direct received between 1st April 2011 to 31st March 2012 relating to the double glazing industry.

Total Complaints to Consumer Direct regarding:	
Double Glazing	8,216 <sup>1</sup>
Conservatories	2,790 <sup>2</sup>
Glazing Services	568 <sup>3</sup>
Other Glazing	248 <sup>4</sup>
Fascias	452 <sup>5</sup>
Guttering	1,100 <sup>6</sup>
Replacement Doors	3,201 <sup>7</sup>
TOTAL	16,575

*For further details please see table opposite.*

^ includes 38 complaints with a product goods and service of 'I Inknown'

(A) House Fittings and appliances																			
(AA) House Construction	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Grand Total
(AA01) New house construction	104	222	1	8	6	9	47	39	3	-4	5	21					1		427
(AA02) Furniture incorporated in new house at time of sale	36	20	2	1								2							83
(AA03) Guarantees relating to new houses	6	18						1	2		3	2					5		40
(AA04) Land	17	53		3		3	67	72	2	2	13	36							268
(AA05) New house purchase	104	112		6	2	2	10	91	4	6	1	37							375
(AA09) Other	45	142	1	5	6	19	35	22	5	1	7	32							290
(AA09) Construction Total	312	562	2	24	16	33	87	225	16	16	29	133					7		653

(AB) Home maintenance and Improvements	1	2	3	4	5	6	7	8	9	-1	10	11	12	13	14	15	16	17	18	Grand Total
(AB01) Roofing	292	3565		181	74	900	369	399	26		23	152	578				5	34		6598
(AB02) Decorator services	65	763		48	23	169	12	61	4		4	16	49				1			1213
(AB03) Plumbers and plumbing	394	2644	69	1	528	69	434	43	272	20		13	43	15			1	5	1	4601
(AB04) Central Heating (inc installation and servicing)	1702	4904	6	253	136	266	37	279	20			36	39	247		1			6	25
(AB05) Electrical services and installations	402	1136		161	56	136	77	259	22			13	164				1			1860
(AB06) Tarmacng and paving	217	1784		78	35	578	180	186	12			8	40	264			1	2		3386
(AB10) Fitted Kitchens	2054	2626	4	103	310	373	58	302	54			19	136	183			8	9		6239
(AB11) Insulation	89	1419		33	30	204	656	687	12			10	30	538		2		6	1	3717
(AB12) Burglar Alarms	204	530		47	19	106	313	340	20			11	67	250				6	1	1914
(AB13) Wall coating	67	275		18	6	56	20	22	2			1	17	21						506
(AB14) Damp Proofing	41	517		17	1	42	12	28	6			6	37	25				1	30	763
(AB15) Solar Heating	405	1574		32	151	285	341	639	38			29	127	344		5		9	2	3981
(AB16) Fascias	26	227		16	7	59	29	36	3			7	39						2	452
(AB17) Gutters	57	621		37	18	148	53	58	2			2	5	88						1100
(AB18) Replacement doors	1365	1080		66	167	175	19	151	15			15	52	66				4	25	3201
(AB19) Fitted Bathrooms	901	1837		79	110	214	29	136	25			17	46	93						3491
(AB99) Other general building work	708	5730		495	150	995	170	504	65			34	147	577				9	11	9595
(AB) Home maintenance and Improvements Total	8989	31232	11	2190	1362	5128	2418	4518	372			238	1003	3738		10	1	67	148	61426

(AC) Glazing Products and Installations	1	2	3	4	5	6	7	8	9	-1	10	11	12	13	14	15	16	17	18	Grand Total
(AC01) Double Glazing	1862	2726	7	147	163	521	279	583	81	26	169	540								8216
(AC02) Conservatories	521	1689	51	36	51	141	15	28	17	12	91	17	27	31						2762
(AC03) Glazing Services	94	2721	24	15	34	22	50	7	3	3	1				1					568
(AC09) Other	84	86		6	13	13	6	10	6		3	3	18							248
(AC) Glazing Products and Installations Total	2561	5762	7	213	242	709	322	740	120	49	243	666			2			9	157	11822

(AD) Furniture	1	2	3	4	5	6	7	8	9	-1	10	11	12	13	14	15	16	17	18	Grand Total
(AD05) Upholstered furniture	8932	1473	11	131	1422	276	50	790	251		76	148	258			1	15	10		13844
(AD06) Non-upholstered furniture	3717	796	2	152	1327	174	24	494	111		38	112	157				1	13	1	7119
(AD07) Beds and Mattresses	6235		4	132	1441	248		150			48	84	248				1	10	13	10411
(AD08) Kitchen Furniture	263	286		35	183	67	10	115	17		8	24	40					1	2	1751
(AD09) Fitted Furniture	939			10	55	61	4	12	7			10	44							607

For further copies of the Consumer Protection Report contact:

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