

The complaint

Mr B complains about International General Insurance Company (UK) Ltd's ('IGIC's') handling of a claim made under his latent defects building warranty.

Any reference to IGIC includes the actions of its agents.

What happened

Mr B holds a ten-year building warranty with IGIC which covers defects in the first ten years. It was found in 2021 that the original installation of the windows hadn't been done to an acceptable standard. Mr B claimed on the warranty and IGIC agreed to replace several doors and windows. The works were completed in mid-2022.

In October 2022, Mr B raised concerns about three windowpanes. IGIC agreed to replace all three of them, however it took until May 2023 for this to be done. Meanwhile, Mr B told IGIC about an issue with the patio doors. IGIC arranged for a contractor to carry out an inspection. The contractor advised Mr B to remove some door seals to overcome the problem, which Mr B was unhappy with.

Mr B then raised several further issues with the windows and doors in the property. IGIC decided to arrange for an independent expert to carry out an inspection. One expert visited the property, but couldn't offer an opinion given the number of reported issues. IGIC therefore arranged for a second expert (that I'll call 'Company C') to carry out the inspection.

Meanwhile Mr B complained to IGIC about its handling of the claim. IGIC issued its final response on 9 October 2023. It accepted there had been delays with the replacement windowpanes, and paid Mr B £500 compensation for this. It also explained it was still waiting for Company C's report.

After receiving Company C's report, IGIC offered Mr B £750 to settle the claim.

Unhappy with IGIC's response to his complaint, and later offer of £750, Mr B brought a complaint to this Service.

Our investigator thought the compensation offered by IGIC had been reasonable. He also said the settlement of £750 was fair, given the issues identified by Company C.

Mr B didn't accept our investigator's findings, and so the matter has been passed to me for a decision.

What I've decided – and why

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

Handling of the claim

IGIC has already accepted there were unnecessary delays with its handling of the matter. Mr B raised concerns with the three windows in October 2022, and IGIC agreed to replace them by the beginning of December 2022. Despite this, it took another five months for the windows to be replaced. I appreciate Mr B wanted to know the specification details of the windows before they were installed, but that's not unreasonable given the problems he'd previously experienced. I can't see that this, or the other details Mr B wanted to know before installation, would have caused any significant delays.

Mr B had been expecting the windows to be installed on 5 April 2023. However, when the contractors arrived, they found the glass didn't fit as the wrong sizes had been ordered. Mr B was therefore caused unnecessary inconvenience as the installation had to be rearranged and so was again delayed.

IGIC has recognised that it took too long to carry out the repairs, and paid Mr B £500 compensation. On balance, I'm satisfied this was a reasonable amount of compensation and recognised the level of impact to him. I therefore don't require IGIC to increase this amount.

Settlement offer

IGIC has accepted liability for the issues with the windows and doors, and so I haven't considered whether the damage falls under the warranty. Instead, I've only considered whether its settlement offer of £750 is fair. Although the settlement was offered after IGIC issued its final response, it hasn't objected to me considering it as part of this complaint.

I've read Company C's report dated October 2023. They were asked to inspect the quality of the doors and windows and provide an assessment on the issues identified by Mr B (specifically doors sticking, and paint peeling from doors). I've summarised their findings below.

In respect of the doors, Company C said that Mr B had explained the doors suffer from seasonal movement, with them shrinking in summer and swelling in winter. Company C tested all the doors and windows and found that they opened and closed freely within their frames. They said the doors to the dining area were wider and shorter than the other doors, which created a greater risk of the door dropping (caused by gravity). They said the doors had gaps of up to 6mm which was higher than the standard tolerance of 3mm-5mm, but still closed against the seal. They said the gap was either indicative of shrinkage, dropping of the door or poor installation. But they thought it was most likely a result of the doors dropping. However, they noted the doors weren't catching on the threshold at the base of the door, so they didn't think the gap impacted the performance of the door.

In respect of the paintwork, Company C said the paint finishes were generally in good condition, though they noticed paintwork on some of the doors was damaged, which they thought had probably been caused during installation, and would benefit from re-finishing. Company C also noticed some other minor issues, including some cracks in the paint finish, and one area that didn't have a robust paint finish, and a blemish to the front door.

Company C said it was possible that seasonal changes could cause the doors and frames to swell which may result in the doors sticking. However, they said the lack of sticking doors at the time of their visit and good condition of the ironmongery suggested that any sticking of the doors would be a result of moisture absorption rather than a defect in the installation or ironmongery. Company C said the areas of missing or damaged paintwork should be repaired (made good), but they didn't identify any defects with the doors or windows that warranted wholesale replacement or complete redecoration. Company C also noted that timber doors, particularly softwood, will expand and contract with moisture and they found no

defect that would make this worse. They said timber doors do require maintenance and should be inspected twice a year, and adjusted as necessary.

Mr B has sent us videos of a door (that I understand leads to the dining area) from February 2024. These videos show the door needing to be pulled shut several times so that it can be locked. Though given this was several months ago, we also asked Mr B if he's still experiencing problems with the door. Mr B has confirmed the windows (I assume he means doors) have been satisfactory, but he says we didn't have high temperatures this year to put the doors to a test from shrinkage. He says he may still have a problem this winter and in future winters.

Taking everything into account, I think it was reasonable for IGIC to rely on Company C's findings. The video evidence Mr B has provided of the door does appear to show that it experienced shrinkage/swelling after Company C's inspection, but Company C thought this would be the result of moisture absorption rather than any issues with the installation of the door. There are currently no problems with the door.

I note that Company C thought the repairs should be completed under the guarantee provided by the window supplier. However, I understand IGIC later asked Company C how much they thought it would cost for Mr B to arrange the repairs himself, so it could settle the matter through a cash payment. The warranty says IGIC can choose whether to pay to repair or put right the damage - here it is choosing to pay to repair. I see nothing wrong with this, so long as the cash settlement is the amount it would cost Mr B to have the work done.

In November 2023, Company C told IGIC they estimated it would cost around £750 - £1,000 for the repairs (as the painted areas needing repair may need to be taken back to bare timber, primed, and two top-coats applied). Given that Company C is an independent expert, I think it was reasonable for IGIC to rely on this as an appropriate amount that it would cost Mr B to arrange the repairs. Mr B hasn't provided any evidence to support that it would cost more than this to do the repairs.

IGIC offered Mr B £750 to settle the claim based on Company C's estimated repair costs. It's not clear why it offered the lower amount estimated by Company C. I think a fairer offer would have been somewhere between the two. However, given a year has now passed I think it'd be reasonable for IGIC to pay the higher amount of £1,000, though because of this, I'm not requiring it to pay interest. We've told IGIC this and it has agreed.

Mr B says he's noticed a new issue with some loose window bars, and so he would need to raise this with IGIC in the first instance.

My final decision

My final decision is that I partly uphold this complaint. I require International General Insurance Company (UK) Ltd to pay Mr B £1,000 to settle the claim.

IGIC has already paid Mr B £500 compensation, and I find that this was fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 December 2024.

Chantelle Hurn-Ryan
Ombudsman