

The Consumer Protection Report

double glazing and conservatories



by **David Herman FCA**
for DGCOS (Double Glazing and Conservatory Ombudsman Scheme)

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

FOREWORD

“...the proof is in the pudding and I challenge anyone to contest the essential truth of its findings.” 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 is in the pudding and I challenge anyone to contest the essential truth of its findings.

The fact is that the double glazing industry still has big reputational problems. Worse, as last year’s *Which?* Report underlined, its bad name is still based on continuing 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 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 report has been produced for the benefit of homeowners who are thinking about having double glazed windows fitted or conservatories built, 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).

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. 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.



David Herman, FCA

The report has been researched and compiled by David Herman, a chartered accountant with thirty five 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 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.

This is the first version of the report. It has been compiled from information contained on each organisation's website and other published and freely available sources ie 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.

Efforts have been made to ensure that the information is accurate at the time of publication. If any organisation finds a mistake or relevant omission please submit corrective information in writing to David Herman at 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 up to 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. The truth is that 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.

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, purported consumer protection offered by the various agencies and bodies should come to the rescue. Unfortunately this report will demonstrate 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 the 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. Many of the organisations are trade associations set up for the benefit of their members (the installers) but which offer some form/s of consumer protection. Others are deposit protection and insurance backed guarantee providers that have added other consumer services, although these may not be obvious from the name. One organisation, DGCOS, has been set up to provide a comprehensive consumer protection service.

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01 | 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 Mail or 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. Last year, it attacked the largest double glazing firms by name for misleading claims and bad sales practices in a hard hitting report.

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.

Last year over 20,000 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 way, 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 very 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 tarred with 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.

This report was commissioned by DGCOS, a new organisation 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. We believe this investigation is a first and will make a useful contribution to raising standards, awareness and the consumer protection debate.

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

The trade associations and organisations that provide protection to consumers (having windows 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 organisation/s the installing company chooses to become a member of. To further complicate matters, many installers have discretion as to whether or not to offer some or all of the protection available. In other words a badge or letterhead showing that an installing firm is a member of a consumer protection organisation may not necessarily 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 divided into four 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 that promote technical standards and lobby Government for the benefit of their members, or provide discounted services and promotional support;
- 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 potters. 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. 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.

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 members of BSI can self certify under the glazing thermal performance Building Regulations.

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

Bygone Preferred Installers (BPI)

This is a small specialist installer network of the BPI brand of sliding sash windows. The organisation guarantees the work of its members.

www.bygonecollection.co.uk

Checktrade

This is an online 'trade association' 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

Certass

Certass is one of the four organisations in this report (the others being FENSA, BSI & 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 organisations: Certass, FENSA, BSI or Network VEKA. Certass requires its members to provide some form of deposit indemnity and offer insurance backed guarantees (IBGs), but IBG's are not compulsory on every installation and consumers may be asked to pay for this facility themselves after installation.

www.certass.co.uk

Consumer Protection Association (CPA)

CPA is principally a deposit protection and Insurance Backed Guarantee (IBG) provider. Its deposit guarantee has 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 has a maximum cover of £30,000 and requires the customer to activate cover by returning a registration slip within 28 days of completion of the job.

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 is the only organisation in this survey that has a legally binding and independent Ombudsman backed by a compensation fund to honour awards not complied with by either party. DGCOS has recently concluded an agreement to allow all its members to comply with building regulations.

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 but it is not compulsory for its members to use this or provide consumers with any other organisation's IBGs.

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, chargeable inspections and chargeable arbitration, but it is essentially a trade association.

www.fmb.org.uk

The Federation of Master Builders (continued)

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.

www.fmb.org.uk

FENSA (owned by GGF – see below)

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 or Certass. Recently, BM Trada were granted a license by DCLG (administered by DGCOS) to operate this process. It is vital that customers ensure 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 does not have a dispute resolution process and cannot get involved with compensation claims.

www.FENSA.org.uk

The Glass & Glazing Federation (GGF)

GGF 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 £3000 payout. It requires its members to offer an IBG but they are not compulsory on every installation. 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. Either party may opt out of arbitration leaving the dispute unresolved. The GGF owns FENSA (see above) and GGFi (insurance) – see right.

www.ggf.co.uk

GGFi (owned by The Glass & Glazing Federation)

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. 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 £6250 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

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

HomePro

HomePro is an insurance provider that owns a trade association (Fairtrades - see above). Its deposit scheme provides cover of the lower of £10,000 or 25% of the contract price. Cover lasts for up to 90 days. Its IBG must be registered by the customer within 30 days of completion of the work to activate it, and it has an excess on claims. Installers may choose either to give an IBG to all its customers or to arrange for Homepro to offer a chargeable IBG after completion of the contract. It also provides an optional conciliation service which may be chargeable.

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

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

Network VEKA (jointly owned by VEKA and Network VEKA members)

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). 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 work of its members. Network Veka recently announced that (along with FENSA, Certass and BSI) its members can register installations to comply with Building Regulations.

www.networkveka.co.uk

Plastic Window Federation (PWF)

PWF is an insurance provider and trade association. It has a facility for its members to offer deposit protection and IBGs to consumers but they are not compulsory on every installation. Its deposit protection covers up to 15% of the contract price and lasts for up to 56 days. Its 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

Quality Assured National Warranties (QANW)

QANW is an insurance provider that does not appear to disclose details of its policies publicly, so if a customer uses an installer that uses QANW they should check out the policy which should be provided by the installer before signing a contract. It has a facility for its members to offer deposit protection and IBGs to consumers but they are not compulsory.

www.qanw.co.uk

Trust a Trader

Trust a Trader is a trader search internet website. It vets its members by taking customer references. Its optional deposit protect scheme is unusual in that Trust a Trader will hold the deposit and only release it to the trader on completion of the work. This service is chargeable. It also has a conciliation service but it may be chargeable. It doesn't appear to offer independent inspections, mediation or arbitration to resolve disputes.

www.trustatrader.com

Trustmark

Trustmark is a quality mark that is managed by over 30 operators including a number of the organisations included in this report. Trustmark members have been initially vetted 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

UK Trades Confederation (UKTC)

UKTC is 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 does not appear to have any dispute resolution facilities.

www.uktc.com

04 | 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 into ensuring that 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. Only recently 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 to them.

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 out 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 Certass, CPA*², PWF*², DGCOS, FENSA², GGF² and Network VEKA².

** 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.*

² If the installer fails to register the customer then the customer can be left without cover even though the installer may have promised the protection.

Organisations	Deposit Protection
BSI Installers Scheme Buy With Confidence (BWC) Bygone Preferred Installers Checkatrade Fairtrades The Federation of Master Builders The Guild of Master Craftsmen Master Window & Conservatory Installer Association (MWCIA) UK Trades Confederation	Not compulsory and therefore will depend on the installer and may be chargeable.
Trust a Trader	Optional but not insurance backed & chargeable.
GGFI (GGF scheme)	Optional and starts from the lower of £800 or 10% of the contract price, but is higher if more experienced installers are used.
Trustmark (depends on the organisation allied to Trustmark)	Optional - may be chargeable.
Certass	Some form of deposit indemnity must be given
FENSA (owned by The GGF)	Deposit protection must be provided from one of its list of approved IBG suppliers.
The Glass & Glazing Federation	Maximum pay out - the lower of £3,000 or 25% of the contract price. Cover lasts for 90 days.
Plastic Window Federation	Maximum pay out - up to 15% of the contract price but the customer must register to activate cover. Cover lasts for 56 days.
Independent Warranty Association	Up to 25% of the contract price but no other information on its website about the policy details.
Consumer Protection Association	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.
Homepro (owns Fairtrades) Network VEKA	Maximum pay out - the lower of £10,000 or 25% of contract price. Cover lasts for 90 days.
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.

* No details for QANW

05 | Work in Progress Insurance

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. Two organisations do compulsorily cover staged payments. Network VEKA provides cover up to 70% of the contract price dependent upon the stage of the work. DGCOS provides full cover for every customer via its compensation fund. Other organisations may offer it as an optional extra.

Organisations	Work in Progress Insurance
BSI Installers Scheme Buy With Confidence (BWC) Bygone Preferred Installers Checkatrade Certass Consumer Protection Association Fairtrades FENSA (owned by The GGF) The Federation of Master Builders The Glass & Glazing Federation GGFI (GGF scheme) The Guild of Master Craftsmen Independent Warranty Association Master Window & Conservatory Installer Association (MWCIA) Plastic Window Federation QANW Trust a Trader UK Trades Confederation	EITHER: 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.
Trustmark	Requires its members to offer* an IBG including stage payments from one of its list of approved IBG suppliers.
Homepro (owns Fairtrades)	Up to 25% of the contract price.
Network VEKA	Up to either 50% or 75% of contract price depending on stage of work. Cover lasts for 4 months maximum.
DGCOS	Compulsory for every customer. All stage payments protected.

06 | Insurance Backed Guarantees

Insurance Backed Guarantees (IBGs) 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 provision of IBGs is not compulsory in the industry. Installers 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. PWF makes it compulsory, but if the installer doesn't register the installation the customer has only 14 days to chase it up. Network VEKA makes it compulsory for its members to provide an IBG, but this particular IBG has a £100 charge per claim clause. Certass and FENSA only require their installers to offer IBGs, 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.

06 | Insurance Backed Guarantees (continued)

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 customer not returning a Satisfaction Note (if required) often invalidates any 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, and refer the customer to the finance/credit card company to carry out 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. Dissolving of a company or taking early retirement is often not covered.

Table 3: Insurance Backed Guarantee Breakdown	
Organisations	Insurance Backed Guarantee (IBG)
BSI Installers Scheme 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) Trust a Trader UK Trades Confederation	Not compulsory to every customer and therefore will depend on the installer registering the customer. May be chargeable to customer as an optional extra.
Certass FENSA (owned by The GGF) Trustmark	Requires its members to offer* an IBG from one of its list of approved IBG suppliers.
GGFi (GGF Scheme)	These IBGs may either be offered* to consumers by an installer or may be purchased by a customer of any installer. Policies for the work of Installers trading for less than 18 months are restricted to £15,000 cover.
Homepro (owns Fairtrades)	These IBGs may either be offered* to consumers by an installer or may be purchased by a customer of any installer. Customers must return a satisfaction slip within 30 days of completion of work. There may also be a £50 excess per claim.
Consumer Protection Association Plastic Window Federation	Compulsory for every customer but either the customer has to register with the insurance provider or ensure that the installer has done so.
Network VEKA	Compulsory for every customer. Has a £100 excess per claim.
DGCOS	Compulsory for every customer. No excess. No paperwork to complete by consumer to activate cover.

Notes:

- No details for QANW.
- The only detail about IWA's IBG is that it has no excess.
- * The consumer may not take up the offer. IBGs offered are chargeable and the consumer will have to pay the premiums.

7 | The Black Hole – Dealing With Disputes

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 and not received 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.

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.*
- *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 Buy With Confidence 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 and do a Trading Standards check.*
- *The Guild of Master craftsmen visit prospective members' business premises on some occasions.*
- *Buy With Confidence does a Criminal Records Bureau check.*

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	Details not fully disclosed
BSI							✓		
BWC	6 mths	✓			✓				
Bygone					✓			✓	✓
Checkatrade		✓	✓		✓				
Certass		✓	✓	✓			✓		
CPA					✓				✓
DGCOS		✓	✓	✓	✓	✓	✓		
Fairtrades*									
FMB	1 year	✓	✓	✓					
FENSA							✓		✓
GGF	3 years	✓	✓	✓					
GGFI				✓					✓
Guild of Master Craftsmen	2 years	✓							
Homepro	1 year	✓		✓	✓				
IWA					✓				✓
MWCIA				✓					✓
Network VEKA		✓			✓	✓		✓	
PWF									✓
QANW									✓
Trust a Trader	2 years	✓							
Trustmark		✓		✓			✓		
UK Trades Confederation		✓							✓

*Fairtrades appears to use Homepro's vetting

09 | 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.

Organisations	Conciliation or Mediation Service
BSI Installers Scheme Certass Checkatrade Consumer Protection Association FENSA (owned by The GGF) GGFi (GGF scheme) Independent Warranty Association QANW UK Trades Confederation	None
Fairtrades Homepro (owns Fairtrades) Plastic Window Federation Trust a Trader	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.
Buy With Confidence (limited service) Bygone Preferred Installers* DGCOS 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: Bygone and Network Veka guarantee the work and therefore there is implied intervention/conciliation.

10 | 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/mediator to help identify problems and help negotiate a mutually agreeable resolution. The organisations that provide this as a free service are DGCOS and (by implication because these organisations guarantee the work of their members) Bygone Preferred Installers and Network VEKA. 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.

Organisations	Independent Inspections of Disputed Installations
BSI Installers Scheme Buy With Confidence Certass Checkatrade Consumer Protection Association Fairtrades FENSA (owned by The GGF) GGFi (GGF scheme) Homepro (owns Fairtrades) Independent Warranty Association QANW Trust a Trader UK Trades Confederation	None
The Federation of Master Builders The Glass & Glazing Federation The Guild of Master Craftsmen Master Window & Conservatory Installer Association (MWCIA) Plastic Window Federation Trustmark	Chargeable Service
Bygone Preferred Installers Network VEKA	These organisations guarantee the work of their members and therefore there is implied intervention and inspection.
DGCOS	Free Service

11 | 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 meaning the member cannot 'opt out' of the process) should a consumer request it. All DGCOS members are contracted to this process at the point of entry into the scheme.

Organisations	Arbitration Service
BSI Installers Scheme Certass Checkatrade Consumer Protection Association Fairtrades FENSA (owned by The GGF) GGFi (GGF scheme) Homepro (owns Fairtrades) Independent Warranty Association Master Window & Conservatory Installer Association (MWCIA) QANW Trust a Trader UK Trades Confederation	None
Buy With Confidence The Federation of Master Builders The Glass & Glazing Federation The Guild of Master Craftsmen Plastic Window Federation Trustmark	Optional & Chargeable Service
Bygone Preferred Installers Network VEKA	These organisations guarantee the work of their members and therefore there is implied intervention and arbitration.
DGCOS	Free Service

12 | Ombudsman

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 that they have been dealt with unfairly or have suffered some financial or other loss.

Ombudsman schemes' scope of investigation vary widely with some able to make recommendations only 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, for example, the Local Government Ombudsman and the Financial Services Ombudsman. Other schemes are non-statutory, such as the Telecommunications Ombudsman, the Surveyor Ombudsman and DGCOS.

DGCOS is the only organisation surveyed in this report that offers the services of an Ombudsman to consumers. The Ombudsman can investigate complaints and his decisions are legally binding on both the consumer and installer, and enforceable in the same manner as a judgement of the court under the terms of the 1996 Arbitration Act. This is the same Act of Parliament that gives a district judge his powers at a local county court.

The availability of this free service gives consumers extra protection should problems or disputes occur in any aspects of their dealings with an installer who is a member of DGCOS.

13 | 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. As of this date, DGCOS is the only organisation in the double glazing industry that has a separate compensation fund to back up awards made by the Ombudsman via arbitration.

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.

Throughout the report three organisations have stood out as offering a better level of protection for consumers: Network VEKA and Bygone Preferred Installers, both of which restrict membership to users of their products, and DGCOS which is open to any installer that passes its initial and ongoing vetting checks. Of these, DGCOS provides the most comprehensive protection.

Blueprint for the ideal Consumer Protection Organisation

Consumer protection operates much like a chain, where all the important elements or links in the chain need to be present 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, will let consumers down when they need help most.

So, 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?

It is clear from the report that an effective consumer protection organisation has 10 crucial elements:

1	The organisation should vet its members thoroughly before accepting them. The following checks should be compulsory as a minimum: <ul style="list-style-type: none"> investigating the past history of the installer and its principals to reveal any history of multiple 'phoenixing', county court judgements, disqualified directors etc; obtaining references from several customers and suppliers of the applicant installer; vetting the installer's guarantee and customer contracts, including its terms & conditions, for fairness and clarity; 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).
2	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).
3	Members should provide compulsory deposit protection insurance when taking a deposit. The following are essential: <ul style="list-style-type: none"> Insurance should cover at least 10% of the contract price and ideally up to 25%; 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; The insurance policy should pay out even if the deposit is paid by credit card; 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.
4	Stage payments consumers make should be protected. Some larger installations e.g. conservatories can stretch over a longer period of time and cost more and it is therefore vital consumers are protected should the installer cease to trade during the installation.
5	Members should provide every customer (not just selected ones) with an insurance backed guarantee (IBG) as standard. Key requirements: <ul style="list-style-type: none"> Consumers should be automatically covered without the need to apply for the policy or return a satisfaction note; The IBG should pay out regardless of how the installer ceases to trade; The IBG should pay out whether the consumers have paid by credit card, bought on finance or paid via any other method; Consumers should not be charged an excess when making a claim.
6	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.
7	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: <ul style="list-style-type: none"> Conciliation; Mediation; Independent inspections; Arbitration.
8	If an independent inspection is required then the consumer protection organisation should provide this free to the consumer.
9	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.
10	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.

Table 9: The Top 10 Questions Consumers should ask (before placing an order): -	
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 installer's 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 Contract and Terms & Conditions before placing an order. Ask the installer to explain any terms you don't understand.
7	If you are asked to pay a deposit check: <ul style="list-style-type: none"> • If the installer provides deposit protection insurance. • How much of the deposit is covered under the insurance. • If you will need to notify/register your deposit with the insurance provider and if so within what timescales. • If there is a time limit on the deposit protection and also the time limit on making a claim i.e. how long does the cover last for?
8	Ask the installer which insurer provides the IBG and ask to see a sample policy.
9	Contact the IBG provider and check: <ul style="list-style-type: none"> • If you have to apply for the policy and by what date. • If you need to send a satisfaction slip back and by when. • If the installer has to register the customer's details with the insurance provider. • If the IBG pays out regardless of how the installer ceases to trade • If the IBG pays out even if the consumer paid by credit card or bought on finance • If there's an excess charge when you make a claim on an IBG.
10	Contact the trade organisations and check: <ul style="list-style-type: none"> • How they can help the consumer in the event of a dispute and if there are any costs involved. • If an inspection service and report is available should a dispute arise (and how much it costs). • If the inspection report finds in the consumer's favour how they can enforce this. • If there is a legally binding arbitration service if disputes are not resolved at an earlier stage, and how much it costs. • How they support a consumer in the event of the installer not complying with any decisions.

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 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 also think consumers are far better protected than they actually are.

Consumer Direct (the Office of Fair Trading's website, www.offt.gov.uk) recorded over 20,000 complaints in 2009/2010 from homeowners who had complained, having failed to achieve satisfaction, and 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. However, the vast majority of home improvement projects proceed smoothly and professionally. Most small local firms in particular cannot afford to do bad jobs or have unhappy customers because they live near where they work. 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' or 'buyer beware' is still very relevant.

Consumer protection for home improvements is both inadequate and confusing, but it could quickly be improved if all organisations adopted the best practice of the few (see 'Recommendation' section).

The report's author does not believe that the industry is populated by rogues and cowboys, despite a few well publicised examples of bad practice. But, 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 actually exists. 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 that is when they and the consumer discover its limitations.

APPENDICES

A1: Consumer Protection Comparison Chart

Organisation	Type of organisation	Website	Deposit Protection From Installer	Protection of stage payments	Written Guarantee from Installer	Guarantee backed by Insurance Company (IBG)	Accredited or Vetted Installers	Conciliation or Mediation Service	Independent Inspections on disputed installations	Arbitration Service	Ombudsman	Compensation Fund
BSI Installers Scheme (Window & door installation Kitemark)	Standards organisation	www.bsigroup.co.uk	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	Not compulsory and therefore will depend on installer and may be chargeable	Random on-site inspections	None	None	None	None	None
Buy With Confidence (BWC Trading Standards)	Standards organisation	www.buywithconfidence.gov.uk	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	Not compulsory and therefore will depend on installer and may be chargeable	Trading for 6 months+. Premise audit, check of Trading Standards complaints & feedback forms and CRB checks. Possible Mystery Shopper	Free civil advice & some Councils provide mediation services	None	Members are required to use arbitration but it is chargeable	None	None
Bygone Preferred Sash Windows Installers	Product supplier network	www.bygonecollection.co.uk	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.	Not compulsory and therefore will depend on installer and may be chargeable	Training requirement, NVQ level 2 + customer feedback	Bygones will guarantee the product and installation	Bygones will guarantee the product and installation	Bygones will guarantee the product and installation	None	None
Certass	Building regulations self certification compliance organisation	www.certass.co.uk	Yes but many different schemes are in operation.	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer	Requires members offer an IBG	Financial checks, references and random on-site inspections	None	None	None	None	None
Checkatrade	Principally a trader search website	www.checkatrade.com	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	Not compulsory and therefore will depend on installer and may be chargeable	Trade & customers references. Qualification check and ongoing customer feedback	None	None	None	None	None
Consumer Protection Association	Principally an insurance protection provider	www.thecpa.co.uk	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	Not specifically mentioned	Yes	Yes - with a maximum of £30,000. Customers must apply for it within 28 days of completion of work	Vetted but details not disclosed. Ongoing customer satisfaction checks	None	None	None	None	None
DGCOS	Ombudsman scheme provider	www.dgc.org.uk	Compulsory for every customer. The lower of £50,000 or 25% of the contract price (90 days but automatically extended)	Compulsory for every customer. All stage payments protected.	Compulsory for every customer.	Compulsory for every customer. Included within price for every customer	Customer & Supplier references. Ongoing customer satisfaction checks & annual financial checks	Free	Free	Mandatory and Free	Free and legally binding on both parties	Yes
Fairtrades	Trade association	www.fairtrades.co.uk	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	Not compulsory and therefore will depend on installer and may be chargeable	Yes - Fairtrades appear to use Homepro vetting (see below)	Yes	None	None	None	None
(The) Federation of Master Builders (FMB has varying criteria for different levels of membership)	Trade association	www.fmb.org.uk	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	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	Optional and chargeable	Optional and chargeable	None	None
Fensa (owned by The Glass & Glazing Federation)	Building regulations self certification compliance organisation	www.fensa.org.uk	Yes but many different schemes are in operation.	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer	Requires members offer an IBG	Random on-site inspections for compliance with building regulations	None	None	None	None	None
(The) Glass & Glazing Federation	Trade association	www.ggf.co.uk	The lower of £3,000 or 25% of the contract price	Not compulsory and therefore will depend on installer and may be chargeable	Yes if IBG taken up otherwise depends on Installer	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 only correspondence based.	Optional and probably chargeable	Optional and probably chargeable	None	None
GGFI (owned by The Glass & Glazing Federation)	Insurance protection provider	www.ggfi.org.uk	Optional 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	Some installers give an IBG others offer a chargeable IBG. Those trading for less than 18 months up to £15,000 or £15,000 to £30,000+ for others.	Yes Financial checks.	None	None	None	None	None
(The) Guild of Master Craftsmen	Trade association	www.guildmc.com	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	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
Homepro (owns Fairtrades)	Principally an insurance protection provider	www.homepro.com	Lower of £10,000 and 25% of contract price. Cover lasts for 90 days	Yes - up to 25% of the contract price	If IBG taken up	Yes - customers must return a satisfaction slip within 30 days of completion of work. It appears to have a variable excess	Traders must have been trading for at least 1 year + financial checks + ongoing customer references	Yes	None	None	None	None
Independent Warranty Association (IWA)	Insurance protection provider	www.iwa.biz	Up to 25% of contract price.	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer	Yes No excess	Vetted but details not disclosed. Ongoing customer satisfaction checks	None	None	None	None	None
Master Window and Conservatory Installer Association	Trade association	www.mwcia.co.uk	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	Not compulsory and therefore will depend on installer and may be chargeable	Trading record. On-site inspections. Trading Standards Report.	Free	Yes but chargeable	None	None	None
Network Veka	Product supplier network	www.networkveka.co.uk	Up to £10,000 or 25% . Cover lasts for 3 months	Yes up to either 50% or 75% of contract price depending on stage of work. Cover lasts for 4 months	Compulsory for every customer.	Yes but £100 charge per claim	Ongoing audit, customer satisfaction checks and training	Network Veka will guarantee the product and installation	Network Veka will guarantee the product and installation	Network Veka will guarantee the product and installation	None	None
Plastic Window Federation	Principally an insurance protection provider	www.pwfed.co.uk	Yes if customer applies- up to 15% of the contract price. (56 days)	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer	Yes - either 5 or 10 year policies and if installer registers customer	Vetted but details not disclosed apart from the fact that it covers sales staff	Yes	Yes but may be chargeable	Optional and may be chargeable	None	None
QANW	Insurance protection provider	www.qanw.co.uk	No information available	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer	Yes	Vetted but details not disclosed	None	None	None	None	None
Trust a Trader	Principally a trader search website	www.trustatrader.com	Optional but not insurance backed & chargeable	Not specifically mentioned	Yes if IBG taken up otherwise depends on Installer	Not compulsory and therefore will depend on installer and may be chargeable	Customer references. Must have at least 2 years experience.	Yes but may be chargeable	None	None	None	None
Trustmark	Code of practice scheme	www.trustmark.org.uk	Must be offered as an option - may be chargeable	Must be offered as an option - may be chargeable	Yes if IBG taken up otherwise depends on Installer	Must be offered as an option - may be chargeable	On-site inspections + trading record + customer satisfaction checks	Free	Yes, but usually chargeable	Optional and chargeable	None	None
UK Trades Confederation	Trade association	www.UKTC.com	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	Not compulsory and therefore will depend on installer and may be chargeable	Customer references	None	None	None	None	None

Notes:

a) 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.

b) 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

c) Most organisations require their members to comply with a code of practice or membership rules and have appropriate business insurance.

d) Many installers use or belong to a number of organisations.

e) Some organisations have connections with other organisations.

f) Certass & Fensa rules do not apply to conservatories, porches & new build as these are not covered by self-certification procedures for windows and doors.

g) Stage payments usually only apply to conservatories and porches

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 2009 to 31st March 2010 relating to the double glazing industry.

Total Complaints to Consumer Direct regarding:	
Double Glazing	9,997 ¹
Conservatories	3,932 ²
Glazing Services	924 ³
Other Glazing	191 ⁴
Fascias	746 ⁵
Guttering	1,372 ⁶
Replacement Doors	3,479 ⁷
TOTAL	20,641

For further details please see table opposite.

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Annexe F

Complaints to Consumer Direct, 1 April 2009 to 31 March 2010

Consumer Direct received over 1.5 million contacts* from 1 April 2009 to 31 March 2010. Consumer Direct recorded 1,139,179 cases. (Trader complaints = 857,294[^]) (Enquires/Out of scope etc = 281,885)

* Refers to the number of times the service is contacted and not the total number of complaints/enquiries. For example, a consumer could contact the service more than once on the same issue.

[^] Includes 7,074 complaints where the product type was 'Unknown'.

The table below shows statistical data relating to complaints (not contacts) broken down by product goods and services, and trading practices. The trading practice key can be found at the foot of the table. NB: less detailed, breakdowns of the complaint statistics, including comparisons with statistics for the previous year, are included on Page 2.

(A) House Fittings and appliances																				
	1	2	3	4	5	6	7	8	9	-1	10	11	12	13	14	15	16	17	18	Grand Total
(AA) House Construction																				
(AA01) New house construction	85	493		39	67	3	6	112	14	3	13	29	50				15	1		930
(AA02) Furniture incorporated in new house at time of sale	43	22		1	7	1		5	3			1	2					1		86
(AA03) Guarantees relating to new houses	11	27		1	3	1	1	2	2			4	4	1				2	5	64
(AA04) Land	10	76		8	8	1	34	77	5			5	18	29				4		275
(AA05) New house purchase	116	119		11	4	8	5	136	13	6	6	16	49					15		504
(AA99) Other	38	120		19	4	6	10	36	7	1	8	9	21					2		281
(AA) House Construction Total	303	857		79	93	20	56	368	44	10	36	77	152				39	6		2140
(AB) Home maintenance and Improvements																				
(AB01) Roofing	224	4144	2	202	96	577	468	406	33	8	17	156	363					23	38	6757
(AB02) Decorator services	82	1052	1	70	34	81	24	78	8	2	6	34	48					6	2	1528
(AB03) Plumbers and plumbing	469	3752	1	637	105	172	30	304	53	11	24	64	180					20	9	5831
(AB04) Central Heating (inc installation and servicing)	2248	6270	5	429	244	183	51	466	80	9	77	115	224					25	50	10476
(AB05) Electrical services and installations	375	1478		266	112	70	49	260	22	3	13	27	120		3			10	3	2811
(AB06) Tarmacing and paving	243	2409		90	56	401	290	234	21	7	14	70	229					12	5	4081
(AB10) Fitted Kitchens	2352	3785	7	187	704	439	61	344	82	12	64	165	208					17	15	8442
(AB11) Insulation	49	1037		49	20	109	199	385	11	7	9	62	158		1			20	4	2120
(AB12) Burglar Alarms	212	641	3	88	36	124	789	730	14	8	29	35	503					26		3238
(AB13) Wall coating	154	590		29	25	56	32	63	15	2	4	27	39					4	8	1048
(AB14) Damp Proofing	29	664		20	8	24	25	47	11	3	8	59	29					4	56	987
(AB15) Solar Heating	122	298	1	8	27	92	39	102	13	1	12	59	46		2			2	4	828
(AB16) Fascias	37	379	3	22	10	83	63	65	12	3	7	17	38					4	3	746
(AB17) Guttering	44	774		63	29	124	98	104	3	2	2	24	100					4	1	1372
(AB18) Replacement doors	1274	1306	6	123	240	119	17	155	35	2	14	71	77					9	31	3479
(AB19) Fitted Bathrooms	1257	2504	2	112	232	161	7	115	47	5	13	47	58					8	11	4579
(AB99) Other general building work	492	5459	2	525	188	343	175	388	62	14	37	128	318					36	7	8174
(AB) Home maintenance and Improvements Total	9663	36542	33	2920	2166	3158	2417	4246	522	99	350	1160	2738		6		230	247		66497
(AC) Glazing Products and Installations																				
(AC01) Double Glazing	2166	4652	12	206	235	532	348	713	103	10	74	281	456					30	179	9997
(AC02) Conservatories	704	2356	1	75	107	150	15	161	34	4	42	132	63					10	78	3932
(AC03) Glazing Services	129	489	1	35	31	42	31	56	15		2	22	54					6	11	924
(AC99) Other	55	77		7	12	8	6	13	3	1	2	2	4						1	191
(AC) Glazing Products and Installations Total	3054	7574	14	323	385	732	400	943	155	15	120	437	577					46	269	15044
(AD) Furniture																				
(AD05) Upholstered furniture	9186	1483	25	175	1683	520	42	656	379	13	92	168	230	1				57	23	14734
(AD06) Non-upholstered furniture	4469	895	5	214	1794	229	24	664	194	9	60	160	185					35	3	8940
(AD07) Beds and Mattresses	6617	1001	8	215	1233	406	175	869	270	15	72	119	224					33	24	11281
(AD08) Kitchen Furniture	897	270	3	31	285	51	5	117	24		15	22	30					5	2	1757
(AD09) Fitted furniture	410	299		23	117	37	5	47	13		9	20	15					2	1	998
(AD10) Bathroom Fittings	2629	731		84	449	112	12	252	81	3	31	54	53	1				17	17	4526
(AD11) Antiques	42	40		4	9	3	13	42	3	1		9	17					1		184
(AD12) Leather furniture	7456	450	11	46	659	150	9	308	150	2	56	91	86					10	26	9510
(AD99) Other	306	112		20	152	23	3	65	13	2	9	19	27					3		754
(AD) Furniture Total	32012	5281	52	812	6381	1531	288	3020	1127	45	344	662	867	2				163	96	52684

For further copies of the Consumer Protection Report contact:

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