

The complaint

Mr W complains about HDI Global Specialty SE "HDI"'s handling of his building warranty claim.

All references to HDI also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mr W raised a claim under his building warranty policy for bubbling he found on external glass of his property.
- Mr W believes this defect has arisen due to installation or quality of the glass.
- HDI declined the claim. It said there was no cover under the policy for this type of damage as it didn't meet the definition of 'major physical damage'. It said neither the glass nor the window frame were considered to be load bearing elements.
- Mr W wasn't satisfied with HDI's response, so he raised a complaint.
- HDI issued its final response in April 2025. It maintained its decision to decline the claim. It reiterated that the glass was not a load bearing elements.
- Mr W was dissatisfied with this response, so referred the complaint to our service.

Our investigator's view

Our investigator didn't recommend the complaint be upheld. He wasn't persuaded the panes of glass were load bearing, or that they were designed to bear excessive weight. He said he was more persuaded that the walls around them were designed to bear the weight of the windows and their frames. So he didn't think HDI had acted unfairly in declining the claim.

Mr W disagreed with our investigator's view of the complaint.

He said the damage is a result of a progressive and latent defect that has manifested itself over time due to weather events. He said there is an imminent risk of further water ingress and structural deterioration and damage to load bearing elements.

He said the core of the problem lies in a failure of the weather resistant envelope of the building and is likely due to defects in the installation.

He said the damage should be covered under sudden and accidental water damage resulting from external forces – which he names as a storm.

Our investigator considered what Mr W had said, but his opinion didn't change. He said the policy provided cover for the reasonable cost of rectifying or repairing major physical damage which is caused by a failure by the developer to comply with the requirements in the construction of the new home. As he was satisfied there was no major physical damage, he concluded HDI had acted fairly.

Mr W didn't agree and asked for an ombudsman to review the matter.

He said the wooden window frame is severely eroded, and it is uncertain whether glass might fall from the inside or the outside.

The matter has now passed to me.

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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- It is important to note that Building Warranty policies will generally provide a form of cover for damage arising from defects caused by the developer of the property.
- In this case, the relevant section of the warranty sets out it provides cover for 'major physical damage'. This is defined in the policy as:

"A material change in the physical condition of a load bearing element of the new home from its intended physical condition which adversely affects its structural stability or resistance to damp and water penetration."

- I appreciate Mr W has spoken about his concern and the deterioration of other elements around the window, and while he has been told by contractors a defect likely exists relating to the installation, I'm not satisfied this meets the definition of major physical damage.
- Glass and window frames aren't generally considered to be load bearing elements. And I've not seen any evidence that persuades me that it this is the case here. So I'm not persuaded the damage to them it meets the definition of major physical damage under the warranty, and therefore I think HDI have acted fairly in declining cover here.
- Mr W has mentioned cover should be provided due to sudden and accidental water damage from an external force, which he has said has been caused by storms. The warranty doesn't provide this type of cover. However, if Mr W believes this is cause of the damage he may want to explore if he has other cover in place for this, such as through his home insurer.

So, for these reasons, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 2 January 2026.

Michael Baronti
Ombudsman