

complaint

Mrs B is unhappy that The Society of Lloyd's (Lloyd's) declined her claim for faulty window handles that were fitted with her double glazing.

background

In January 2009 Mrs B purchased PVC-U windows and a door from a double glazing company, at the same time she was also provided with a ten year guarantee to cover the windows where *"faults occur due to bad manufacturing or fitting by"* the company that had supplied the windows and carried out the fitting.

In October 2012 Mrs B noticed that her window handles had *"become increasingly stiff to open and close."* However, as the double glazing company was no longer trading, she contacted the Lloyd's underwriter to register a claim for the faulty handles. Mrs B was subsequently notified that it could not find any details of her warranty on the system as it did not receive a warranty registration card when installation of the windows had originally been completed. However as a gesture of goodwill Mrs B's warranty was processed and registered.

In November 2012 Mrs B registered a claim, advising it of the issues with the handles. Lloyd's subsequently notified Mrs B that it would be unable to meet the claim as *"all hardware faults...are covered for a period of 1 year from original installation."*

Mrs B was unhappy with this decision on the basis that the exclusion was not brought to her attention. Lloyd's reiterated the original decision in its final response letter in January 2013.

Our adjudicator agreed with Lloyd's on the basis that hardware faults are only covered for a period of one year from the date of installation.

Mrs B remained dissatisfied and requested that her case be referred to an ombudsman for a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The details of the policy state clearly that this guarantee insurance policy through Lloyd's comes into effect if *"the supplier is unable to meet such entitlement due solely to the fact that the supplier has ceased to trade, and all terms and conditions of this insurance have been complied with."* Therefore, it seems correct that Mrs B approached Lloyd's with her claim for the faulty handles.

However, the difficulty that the wording presents is that it goes on to highlight under the section titled *"THE PERIOD"* to say *"In respect of Hardware, Fixtures and Fittings, this insurance is valid for faults or other matters discovered and reported to the Underwriters during a period of one year from completion of your installation contract as shown in the schedule, or during the period your supplier's guarantee applies (in respect of Hardware, Fixtures and Fittings), WHICHEVER PERIOD ENDS FIRST."* On the basis of this detail it is clear that the faulty handles would have been covered from mid January 2009 until mid January 2010.

This means that even though a claim and problems with the policy set up were not uncovered until the claim was registered in November 2012, it is not unreasonable that Lloyd's have declined the claim. The issue would have needed to arise in 2009 for the policy to have been able to accept the faulty handles and Lloyd's to have taken action to rectify the faults.

Lloyd's decided to register the warranty as a gesture of goodwill; this did not mean that it had to settle the claim. The policy wording is clear and Lloyd's have acted reasonably.

my final decision

I do not uphold this complaint.

I make no award against the Society of Lloyd's.

John Quinlan
ombudsman