

The complaint

Miss P and Miss P complain about the way Great Lakes Insurance SE has handled a claim they made on their home insurance policy.

The policyholders have been represented in bringing the claim and complaint by both a family member and a professional representative at different points. But for ease I've referred to all comments and actions as being those of Miss P and Miss P. I've also only referred to one Miss P throughout the decision but include both policyholders in all references to Miss P, unless specifically set out.

Any reference to Great Lakes includes its appointed agents.

What happened

In September 2024 there was heavy rainfall which caused flood water to enter Miss P's property. She made a claim to Great Lakes; it accepted the claim and installed a dehumidifier to aid with the drying process. The first dehumidifier needed to be replaced as Miss P said it wasn't working. Another was installed on 5 October 2023. On 7 October Miss P told Great Lakes she believed it was circulating mould and bacteria around the property, making her and her family ill. Great Lakes said it would attend on 9 October to change the machine.

Miss P complained to Great Lakes, she felt the dehumidifier had caused health issues to her and her family.

Great Lakes considered the complaint on 23 October 2024. It said when it had collected the dehumidifier, it had found that it had been tampered with, with the air filter removed, so it couldn't check it for any bacterial growth. But it said it didn't think the dehumidifier would be causing spores to circulate the property. Great Lakes said it had offered to install air monitors to show that the air in the property was clean, but this had been refused.

Great Lakes said as part of the property's reinstatement, it had previously mentioned that injection drying of the room may be needed. But given the damp readings, it no longer considered it necessary, so it said wouldn't carry out those works. It said it would remove a small section of plaster, where mould was present, and sanitise it.

To resolve the complaint Great Lakes offered to have the drying company reattend to discuss how the claim could be progressed. It said it would do a joint site visit with Miss P's representative also present. It also said it would reconsider the health of Miss P and her family if they were provided with any medical evidence that supported the dehumidifier had caused an illness.

Unsatisfied with Great Lakes' response, Miss P referred the complaint to this Service. She said to resolve matters she wanted an independent contractor to conduct a full assessment of the property. She wanted the family to be placed into alternative accommodation until the property was deemed safe and compensation for Great Lakes' failure to meet health and safety regulations. She provided various medical reports relating to members of her family and illnesses they considered had been caused by the dehumidifier.

Our Investigator asked Great Lakes whether it had had access to these medical reports and whether it had changed the position from the final response letter. Great Lakes confirmed it

had reviewed them but wasn't minded to change the position it had previously reached. So our Investigator considered matters.

Having done so she didn't think the evidence provided showed Great Lakes was responsible for the illness to Miss P's family. She said whilst Miss P had provided her own report from a forensic company ("B") she didn't think that report was conclusive. She also thought Great Lakes had raised valid concerns in relation to the report, including that the dehumidifier had been removed from the property, it had been accessed with the filters being removed (and never returned to Great Lakes). She didn't recommend the complaint be upheld.

Miss P asked for an Ombudsman to consider matters. She said the expert report from B was not inconclusive. It directly linked the dehumidifier to the health issues experienced by the family. She said the medical evidence had been 'downplayed' by the investigator too, as it had been shown their illnesses had been caused by mould contamination.

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.

As this is an informal service I'm not going to respond to, or comment on, every point made or piece of evidence referred to. Instead, I'll focus on the key reasons for reaching the outcome I have. But I'd like to reassure both parties that I've read and considered all that has been provided.

Miss P says the dehumidifier switched on in the property from 5 to 7 October has caused various health issues. So I've first considered what the medical evidence shows. If it shows that Miss P and her family's health has been impacted by mould from the dehumidifier, then I'll consider whether that was as a result of any failures made by Great Lakes in the installation of that dehumidifier. But I only need to do that if the medical evidence supports that the dehumidifier is the cause of the health issues reported.

Having considered the medical reports, I'm not persuaded it's been shown that the dehumidifier installed by Great Lakes has caused Miss P, or any of her family members, an illness. From what I have seen most of the medical reports are stating what has been reported by the patient – that there is mould in the property – rather than them concluding the most likely cause of the illness presented is mould spores ejected by a dehumidifier that was in operation at the property for a very short time.

One of the family members, Mr P, has had extensive investigations carried out. The findings of an MRI report were that an issue with Mr P's sinuses "*could have been triggered by the fungus growth in the house*". This isn't enough to persuade me there is most likely a link between the installation of the dehumidifier and his health condition. Particularly when I consider that report from Miss P's expert, B, referred to mould spores in the air as opposed to fungus growth in the property.

Whilst Miss P has provided a report which concludes the dehumidifier "*may have spread or increased contamination in the home*", I haven't seen any medical evidence which supports that the dehumidifier being on in the property for around two days, is the most likely cause of any of the family's reported health issues.

The report from B says that mould spores are circulated when the machine is on. Even if I accept that to be the case, the machine was only in operation for around two days. I'm not persuaded B's report shows that the property is unsafe to live in as a result of any mould circulated in that time. As such I'm not persuaded Great Lakes should provide alternative accommodation as a result of the dehumidifier's installation.

I note Great Lakes did reasonably offer to do its own air testing, which wasn't agreed to by Miss P. As such I'm satisfied Great Lakes made a reasonable offer in this respect. I'm not persuaded it now needs to appoint another expert to assess the property.

Given my findings above, it follows I'm not going to review in detail the steps taken by Great Lakes prior to the installation of the equipment, and the health and safety regulations referred to by Miss P, as to do so wouldn't alter my decision in relation to this complaint.

I have reviewed if Great Lakes responded appropriately to Miss P's concerns, and I consider it did. When Miss P reported her concerns about the dehumidifier on 7 October she was told to switch it off, cover it over and that Great Lakes would attend on 9 October to inspect and replace it as necessary. I'm satisfied this was a reasonable response from Great Lakes.

There was an issue with the dehumidifier being returned; Miss P said she wanted to retain it for testing and had removed it from the property. Whereas, given the severity of the accusations, Great Lakes wanted to see the dehumidifier. Miss P said she felt intimidated by Great Lakes' agents. She hasn't provided much detail as to why that was, but I don't think it was unreasonable for Great Lakes to want to see the dehumidifier when it attended the property. And when Miss P refused, I don't think it was unreasonable for Great Lakes to say that withholding the equipment without its consent would amount to theft.

When the dehumidifier was returned to Great Lakes, it considered it had been tampered with, with parts being removed. I think it's reasonable Great Lakes had concerns over this potential tampering and so its own tests it could carry out. But in any event, Great Lakes has sought to answer Miss P's questions in relation to how it usually operates when it installs dehumidifiers. It also offered to reattend the property with Miss P's experts to discuss the way forward in the claim. I consider those to be reasonable steps offered in response to Miss P's complaint.

I don't know what stage the claim is at now, given a number of months have passed. I want to make clear that, aside from the medical evidence which was provided after Great Lakes' FRL, I haven't reviewed the progression of the claim since the FRL. If Miss P continues to be unhappy about how the claim is progressing, a complaint would need to be raised with Great Lakes in the first instance.

My final decision

My final decision is that I'm not going to require Great Lakes Insurance SE to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P and Miss P to accept or reject my decision before 5 June 2025.

Michelle Henderson
Ombudsman