

The complaint

Mr H and Mrs H complain about Great Lakes Insurance Uk Limited (“Great Lakes”) for the way it has handled their claim for subsidence at their home. They want Great Lakes to pursue further investigation and underpinning, rather than vegetation management.

What happened

Mr H and Mrs H insured their home with Great Lakes. They have a garden with a number of mature and substantial trees.

Around late 2022, Mr H and Mrs H began to observe cracking in the external walls of their home, particularly around window and door frames.

They submitted a claim to Great Lakes in early 2023.

Great Lakes sent a building consultant to inspect the damage, and they considered it was likely subsidence. They instructed an agent to investigate. For the purposes of this decision, I will treat the agent as Great Lakes.

Great Lakes carried out an investigation, including a deep dig and soil analysis, and believed that the movement was due to root induced subsidence. They recommended that removal of a number of the mature trees and shrubs was necessary to halt the movement.

Mr H and Mrs H were not satisfied with the detail of the report and the conclusion. They believed that the vegetation may not be the main cause and that there may need to be underpinning due to the substrate under the property.

There was further discussion between Mr H and Mrs H and Great Lakes, and Great Lakes undertook monitoring of the cracks, to ascertain the changes and whether these were seasonal. Great Lakes also undertook assessment of the drainage at the property and identified some leaks, which it arranged to fix.

Mr H and Mrs H complained to Great Lakes, they felt that Great Lakes had not properly looked into other possible options and had not offered a reasonable and lasting resolution of the damage.

Great Lakes responded to the complaint in August 2024. It did not uphold their complaints and discussed further why it had reached the view that the effect of vegetation on the clay subsoil was the most likely reason for the movement. It offered to undertake arboriculture and to then make repairs to the cracks.

Mr H and Mrs H did not accept this and obtained their own expert report. Their report focusses more on the site where their home is built and whether the movement may be from poorly compacted backfilling of the site, before the property was built.

Great Lakes has considered that report, and remains of its view that vegetation management is the most appropriate resolution.

That work has not been undertaken, and Mr H and Mrs H referred the matter to us.

One of our investigators has looked into this matter and did not recommend that the complaint be upheld. They noted that it is not for this service to dictate the way which insurers meet their obligations, and that Great Lakes had put forward a reasonable option to meet its obligation for repair of the damage.

Mr H and Mrs H did not accept that view and asked for an ombudsman decision.

What I've decided – and why

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

I appreciate why Mr H and Mrs H are upset in this matter. They clearly take great care of their home and garden, and they have described that the mature trees give character and appeal to the home and the area. I agree that the trees and vegetation do enhance the property and area and I can see why they would wish to pursue underpinning instead of removal of the trees.

I do, however, agree with my colleague and I do not uphold this complaint.

As my colleague explained, insurers have liability to indemnify their customers from damage which has occurred and to provide a lasting repair to the damage (or alternately to compensate consumers for the difference in value of the property resulting from the damage, if the policy terms provide). They do not have to pursue the customer's choice of remedy, where it considers that this goes beyond its liability.

Here, Great Lakes has reviewed the concerns and report put forward by Mr H and Mrs H and has observed that the two possible causes being advanced are not mutually exclusive. It notes that previous underpinning has been done at the property and that this was done at a time when the trees were significantly smaller. It therefore considers that the trees are likely a significant factor in the movement. It recognises that if the arboriculture does not resolve the movement, then it may have to pursue other options, but it considers that the option offered at present is reasonable.

I agree that this is a reasonable conclusion to reach, and a reasonable offer of repair. Great Lakes is entitled to offer the most proportionate remedy as a first approach to resolution.

I therefore agree with my colleague, and I do not consider that Great Lakes has done anything wrong.

I realise that this will be disappointing to Mr H and Mrs H but Great Lakes will continue to monitor the movement and the offer of arboriculture will remain open to Mr H and Mrs H, should they wish to accept it. I do not ask Great Lakes to take any other action in respect of this complaint.

My final decision

For the reasons set out above, I do not uphold Mr H and Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 28 October 2025.

Laura Garvin-Smith
Ombudsman