

## The complaint

Mr and Mrs W complain about how a claim has been handled by Great Lakes Insurance Limited (GL) on their buildings insurance policy. In particular, they're unhappy with damage to their windows not being covered and delays during the claim.

Throughout the claim process, GL have hired third parties to deal with the claim on their behalf. In this decision, any reference to GL includes the actions of the appointed third parties.

## What happened

Mr and Mrs W suffered from an escape of water. They notified GL about the claim in early-March 2024. GL accepted the claim and arranged remedial work. As part of the remedial work, Mr and Mrs W believe that damage has been caused to some of their windows. GL initially included replacing some of the windows in the scope of work but have since declined to cover them as they think the damage is due to wear and tear. Mr and Mrs W were unhappy and raised a complaint. They were also unhappy with how long the claim took.

GL upheld the complaint in part. They didn't think they'd done anything wrong in relation to the windows, however, they accepted there had been some delays. They awarded £150 compensation for the trouble and upset caused. Still unhappy, Mr and Mrs W brought the complaint to this service.

Our investigator upheld the claim in part. They felt GL had fairly not included the windows in the remedial works but didn't think the compensation was enough. They thought GL should pay Mr and Mrs W a total of £350 compensation. GL accepted the outcome but Mr and Mrs W appealed. They still maintained that the damage to the windows was caused by GL. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both GL and Mr and Mrs W a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

## What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

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

*When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it.*

*So, I've thought about whether GL acted in line with these requirements with how they handled Mr and Mrs G's claim.*

*At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs W have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.*

*For ease, I've separated out the two complaint areas below:*

#### *Windows*

*Throughout the claim there has been a lot of contradicting information provided about the windows by both parties. As a service, we're not technical experts, so we rely on the information provided to come to an outcome.*

*The claim has been handled by several different surveyors. From what I've seen, the first two surveyors thought the windows should be covered under the claim. The third surveyor, from the major loss department, didn't. They requested an independent expert complete a report. Having seen the report, I don't find it very persuasive as it lacks detail. Mr and Mrs W also supplied timestamped still shots from their security footage which suggested the expert was in attendance for less than 10 minutes. With so many windows being of concern as well as a number that aren't, it doesn't suggest a thorough investigation. Mr and Mrs W also asked to be present for the visit, but it was arranged without their involvement.*

*In the most recent comments from GL's internal surveyor, he's said the following:*

*"Temperatures in the floor slab were between 28 and 30 (degrees centigrade), temperatures which would be achieved during direct sunlight on a warm summer's day. Please note these temperatures are recorded within the slab where the drying is concentrated, temperatures at the windows will be significantly lower and not outside the usual annual parameters experienced in [Location]."*

*However, another surveyor has stated the following:*

*"The property has been dried by injection drying techniques to the solid concrete floor, this process increases the heat and humidity within the property and this process has the potential to cause damage to timber elements within a property."*

*A report has previously set out that the windows couldn't have been impacted as they were protected in plastic sheeting. However, Mr and Mrs W provided photos which suggested the windows hadn't been protected. This was raised with GL and whilst they didn't specifically comment, their response suggested the windows hadn't been protected.*

*A surveyor has also said they'd have expected to see damage to other areas such as the staircase, but no damage was noted. However, both a previous report and Mr and Mrs W confirm that the staircase was protected with plastic sheeting.*

*There are several arguments for the damage both being caused and not being caused by the drying works. However, based on the conflicting information in the file, my lack of technical knowledge and not being persuaded by the current expert report, I'm not able to determine whether GL has acted fairly by not including the windows in the claim.*

*So, I think GL should appoint a new expert to produce a more thorough report on the damage to the windows. GL should arrange for the inspection to take place at a time that is suitable for them to have representation to give their information to be considered. Following the report, GL should consider their outcome further and if still declining, they should set out their reasons why. I also think compensation should be paid due to GL being unable to evidence it was fair to decline the claim and needing a further report to take place.*

#### **Claim delays**

*GL has accepted there were delays. Having reviewed the claim notes, I agree. GL were notified of the claim in early-March 2024 and the cause of the leak was repaired in early-April. However, it then took until early-August for Mr and Mrs W to be moved into alternative accommodation and then drying equipment wasn't installed until late-August. There was a further delay when drying had been completed in mid-September. A new surveyor was appointed in mid-November. So, I think compensation is due for the delays to the claim.*

*I appreciate that it must have been frustrating for Mr and Mrs W to have had delays with the claim. This meant having to live in the property which had black mould growing in it and also having to be in alternative accommodation for longer than was needed. Although this is a distilled version of events, I've considered everything in the round and I think Mr and Mrs W have been caused considerable distress, upset and worry which has taken a lot of extra effort to sort out over several months. In line with our website guidelines, I'm intending to award Mr and Mrs W an additional £350 compared to GL's original offer. This would make it a total of £500 compensation."*

I set out what I intended to direct GL to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

#### **Responses to my provisional decision**

GL didn't respond to the provisional decision by the deadline.

Mr and Mrs W generally agreed with the outcome I reached. However, they felt they should pick the expert with GL paying for it.

#### **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've thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to both parties, my conclusions remain the same. I'll explain why.

Mr and Mrs W have said in the interest of developing trust and so that they can be assured that the report is independent, objective and competent the report should be commissioned by themselves.

Whilst I appreciate the issues Mr and Mrs W have experienced during this claim, I don't see any reason to change my outcome on the complaint. As part of my redress, GL are required to commission a report that is independent and will be completed by a competent professional who is suitably qualified. This should lead to the report being objective. As set out in my provisional decision, the report will need to be thorough with sufficient reasoning for their conclusions based on the information provided to them by both parties. Mr and

Mrs W will be able to make suggestions to GL for a suitable professional to complete the report. Should Mr and Mrs W be unhappy with the professional chosen, they'll be able to raise a complaint with GL about it.

### **Putting things right**

To put things right, GL should do the following:

- Arrange an independent expert to conduct a thorough report on the damage to the windows ensuring the inspection takes place at a suitable time for Mr and Mrs W to attend.
- Pay Mr and Mrs W a total of £500 compensation for the distress and inconvenience caused.

### **My final decision**

For the reasons I've explained above, I uphold this complaint and direct Great Lakes Insurance Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Ms W to accept or reject my decision before 19 January 2026.

Anthony Mullins  
**Ombudsman**