

The complaint

Mrs B complains Great Lakes Insurance UK Limited (Great Lakes) set up a buildings and contents insurance policy without her consent.

What happened

In June 2025, Mrs B discovered that she was jointly named on a buildings and contents insurance policy with her former partner, underwritten by Great Lakes, despite having cover elsewhere. Mrs B therefore contacted Great Lakes to complain. She said the policy was set up using her personal details without her knowledge or consent. She also explained she had left the property due to domestic violence.

Great Lakes accepted there had been service failings in how it handled Mrs B's complaint, but it didn't agree it had acted unfairly in setting up the policy. It said the policy was applied for online in 2024, and the purchaser confirmed during the application they had consent to provide the joint party's personal details on their behalf. Great Lakes explained it had no reason to believe the information was provided without her consent. So, it offered Mrs B £80 total compensation due to the service failings when responding to the complaint and having sent correspondence to the insured address and email address on the policy, rather than the email address Mrs B requested it to use.

Unhappy with the response, Mrs B referred her complaint to this Service. Our Investigator didn't uphold the complaint as they were satisfied Great Lakes had acted fairly in the circumstances and they were unable to conclude Mrs B didn't have a financial interest in the insured property. Mrs B disagreed and said, in summary, while she had a financial interest in the property, she had cover elsewhere. Mrs B said Great Lakes didn't ask for her consent and it allowed a fraudulent application to stand without confirmation from her. Mrs B asked for an Ombudsman to make a final decision, so the case has been passed to me to decide.

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.

The policy Mrs B complains about was originally taken out in 2024 with her and her former partner as policyholders, and the purpose of the policy was to insure their property. It's common for buildings and contents insurance, as well as other types of insurance, to be taken out by one party, for the benefit of two parties, with husbands and wives being the usual scenario.

During the application, Great Lakes required the proposer to confirm the following statement to proceed with the proposal:

"If you are providing information on behalf of any other people, you are confirming by continuing that you have shared the relevant information with them and have their permission to give their personal data to us."

This process is common in the insurance industry and proposals are accepted in good faith and based upon the information provided to an insurer during the proposal. The onus is on the proposer to provide information that is true, and accurate. While I recognise Mrs B has since explained the policy was taken out without her consent, I'm not persuaded Great Lakes acted unfairly or could have reasonably foreseen there may have been a problem surrounding her consent – as ultimately it was entitled to rely on the information it was provided with in the policy proposal. It follows that I find Great Lakes acted fairly and reasonably in accepting the proposal as there wasn't anything to alert it a problem.

Mrs B said Great Lakes should have known there was already cover in place for the property. But that's not something Great Lakes was responsible for checking. It's for the proposer to check they have the cover they want or need. However, if the property was covered by more than one policy, Mrs B may wish to speak with each insurer to discuss possible dual insurance and whether any refund of premiums may be due.

I understand Mrs B is unhappy the joint policyholder raised a claim against the policy without her knowledge or consent, which she will have to declare moving forward. I appreciate this would be upsetting. However, Mrs B has confirmed she has a financial interest in the property and so I find it reasonable to conclude she would always have been a party to the claim in some capacity due to her own liabilities and obligations as a joint owner of the insured property – regardless of whether she was personally involved in raising the claim. As such, I don't think this materially impacts the outcome of her complaint.

I also appreciate Mrs B is unhappy Great Lakes sent correspondence to the insured property and email address linked to the policy – which her former partner had access to – in response to her complaint, rather than responding to her directly. Great Lakes has explained this was due to a system error on its part, as it was unable to amend the email address on the policy after it had ended.

I recognise this error would have caused some worry and upset. Great Lakes has apologised and offered Mrs B £80 compensation in total. Having considered the circumstances of this complaint, I find this amount to be fair and reasonable as it hasn't been demonstrated there was lasting or serious detriment. This amount is consistent with our award bands where a firm has made an administrative issue which has caused some distress and inconvenience. As this appears to remain outstanding, I am directing Great Lakes to promptly make this compensatory payment.

My final decision

Great Lakes Insurance UK Limited has already made an offer to pay Mrs B £80 compensation. I find this offer to be fair in all the circumstances.

So, my final decision is that Great Lakes Insurance UK Limited should pay £80 compensation to Mrs B for distress and inconvenience, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 7 May 2026.

Oliver Collins
Ombudsman