

## **The complaint**

Mr and Mrs B complain that Great Lakes Insurance UK Limited (Great Lakes) caused delays and handled their claim poorly following an escape of water, under their home buildings insurance policy.

## **What happened**

Mr and Mrs B noticed water coming through a light fitting in their kitchen. They contacted Great Lakes and it arranged for someone to attend in two days. They say an appointment could've been arranged more quickly, possibly the same day or the day after. But because of Great Lakes poor handling of the matter their water supply was turned off for longer than it needed to be.

Mr and Mrs B say they were informed they had one claims handler as a sole point of contact. But this proved to be inaccurate. They raised a complaint about the handling of the initial claims call, and subsequent delays. They received responses from different people in relation to their complaint. In addition, they raised concerns about the way in which the complaint was responded to.

Mr and Mrs B say that Great Lakes arranged for a surveyor to assess the damage once the source of the leak had been fixed and the property had dried out. There was a lead time of three weeks for this. Mr and Mrs B didn't think this was fair and believed this appointment could've been booked in earlier.

Mr and Mrs B say they made calls to Great Lakes's claim handler to discuss several issues. They say they abandoned four calls having waited over 30 minutes to be connected. They also say during one call it became apparent another customer's information had been included within their claim. Mr and Mrs B say they had no choice but to renew with Great Lakes as they had an ongoing claim. But due to its error they were left without insurance for a period of 12 hours.

In its final complaint response Great Lakes says it listened the first claim call and has provided feedback to the agent involved. It apologised for the distress caused by the handling of this call. Great Lakes acknowledged the leak detection contractor wasn't provided with a telephone number for Mr and Mrs B. This meant its visit was delayed by a day. It says its surveyor couldn't visit any sooner but apologised that this wasn't made clearer at the outset.

Great Lakes apologised to Mr and Mrs B for the difficulty they experienced in reaching their claim handler on several occasions. It says they were sometimes contacted by different agents to provide updates on the claim. It explains this can be necessary dependent on the availability of its agents. Great Lakes offered Mr and Mrs B £100 compensation for the distress and inconvenience it caused them.

Mr and Mrs B didn't think they'd been treated fairly and referred the matter to our service. Our investigator didn't uphold their complaint. He says Great Lakes had made mistakes in its handling of Mr and Mrs B's claim. However, he says the initial repairs were completed within

48 hours, which was reasonable. And although not ideal, he didn't think that it was unreasonable when different agents provided updates on Mr and Mrs B's claim.

Our investigator acknowledged that Great Lakes couldn't instruct a surveyor until drying of the property had completed. And noted its comments that the claim wasn't considered an emergency after the leak was fixed and water supply restored. He thought this reasonably explained why the surveyor appointment wasn't expedited. Our investigator considered the £100 payment Great Lakes offered to be fair compensation in these circumstances.

Mr and Mrs B didn't agree. They asked for an ombudsman to consider their complaint.

It 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.

Having done so I'm not upholding Mr and Mrs B's complaint. I'm sorry to disappoint them but I'll explain why I think my decision is fair.

From the claim records I can see that the source of the escape of water was traced and resolved within 48 hours. I think this was reasonable. Albeit I acknowledge what Mr and Mrs B say about the potential for this being resolved more quickly. This was because Great Lakes didn't provide Mr and Mrs B's phone number to its contractor. I also acknowledge what they say about the hot weather at the time of the claim. This meant using bottled water for a further day for all their household needs. I can understand why this caused them frustration.

The records show Mr and Mrs B contacted Great Lakes on 29 June 2023. They explained the initial repair had been completed and queried when the remaining damage repairs would be dealt with. On 4 July the records show the property was deemed to have dried out. A surveyor was then booked to attend Mr and Mrs B's home on 27 July. I can see they raised a concern that the leak had been traced and repaired, and an electrician had also attended within a week. Yet a surveyor had only now been instructed and there was a lead time of around three weeks for an appointment. I can understand why this was frustrating for Mr and Mrs B.

The claim records say a surveyor appointment was booked straight away. I understand this means the appointment couldn't be made until the property was certified to be dry. I think this is reasonable. The property had to be certified dry before a complete assessment of the damage, and repairs, could be completed.

I understand Mr and Mrs B's concerns that an appointment could've been made prior to this. But I don't think it was known with any certainty how long the drying process would take. Mr and Mrs B say the surveying contractor told them they had a three-week lead time as standard. So, even if an appointment had been made at the time the leak was being traced, this would only have made a few days difference. So, although I understand Mr and Mrs B's concern, I don't think this point had a significant impact on the overall time for the full repairs to be arranged, or that an earlier appointment could reasonably have been agreed.

I can see from the records that contact with Mr and Mrs B wasn't always from the claim handler assigned to them. In its complaint response Great Lakes says if its handler is away from their desk or on other calls, this will result in longer hold times. It says its pleased that they were able to make contact on its main phone line when this happened.

Great Lakes also says whilst Mr and Mrs B were assigned a claim handler, there are times when it's a necessity for other agents to provide updates to them due to availability.

I can understand why Mr and Mrs B were disappointed when they weren't always able to speak to their assigned claim handler at the times they made contact. It must have been frustrating when they were left on hold for half an hour at a time, and ultimately decided to disconnect calls due to this. I think the service they received could've been better. But I think the apology and compensation provided by Great Lakes is fair in acknowledging this.

It's apparent that information relating to another person's claim was attached to Mr and Mrs B's claim record. In its complaint response Great Lakes apologised for this. It says a list relating to another claim was added to their file as a result of an IT error. I understand why Mr and Mrs B raised this as a concern. Clearly this shouldn't have happened. But I can't see that this affected their claim and I think the apology provided was appropriate to recognise this point.

I've thought about the concerns Mr and Mrs B have made regarding a period when they were uninsured due to Great Lakes's failure to renew their policy. Also, their comments that they had no choice but to renew their policy due to the ongoing claim. I asked Mr and Mrs B to show that they had complained to Great Lakes about these points. But they weren't able to provide this information.

Great Lakes has provided a copy of a complaint response dated 12 October 2023. This responded to Mr and Mrs B's concern that the policy didn't automatically renew. I asked Great Lakes if it agreed for our service to include this point within this complaint. It responded to say it will need to be dealt with separately as this was handled as a different complaint.

Mr and Mrs B can of course refer their complaint to our service if they remain unhappy with Great Lakes response. Under the Financial Conduct Authority's dispute resolution or DISP rules, our service can only consider issues that have first been raised with the business. So, Mr and Mrs B should ensure that any issues they refer to our service have been raised with Great Lakes.

Having considered all of this, I think there were occasions when the standard of customer service fell short of what Mr and Mrs B should reasonably expect. It's fair that this is acknowledged with an apology and a compensation payment for the frustration and inconvenience this caused. But I think the apology and payment Great Lakes has already offered is reasonable. So, I can't fairly ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 8 February 2024.

Mike Waldron  
**Ombudsman**