

## The complaint

Mrs and Mr N complain about Ageas Insurance Limited (Ageas) decision to decline their subsidence claim on their home insurance policy.

## What happened

The background of this complaint is well known to both parties, so I've summarised the key points:

- Mrs and Mr N have made a claim for subsidence to their property in the area of the porch
- Ageas say the porch has been built on insufficient foundations, which isn't something its policy covers it has however accepted a claim for the side-extension built at the same time for subsidence caused by drains
- Ageas relied on a policy exclusion to exclude the porch which says it won't pay the claim if it's a result of poor design or workmanship
- Mrs and Mr N say they were given documents from the previous owner which showed the building of the porch had met building requirements
- Our investigator considered the complaint and upheld it; she said she didn't consider Ageas had evidenced the exclusion it was relying on to decline the claim
- Ageas didn't agree, saying it considered the porch was subject to building regulations and the foundations weren't built to the required depth
- As Ageas disagreed, the complaint has been passed to me, an Ombudsman, to make a final 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.

Ageas have relied upon the following exclusion for subsidence claims, saying it won't pay:

*For damage caused by faulty materials, poor design or poor workmanship. This includes any work on your buildings that didn't meet building control regulations when the work was completed.*

For Ageas to rely on this policy term, I'd expect it to show when the porch was built, what were the relevant regulations, standards, or guidelines at the time and how these weren't met, and then how this caused the damage being claimed for.

The porch was built in 2005, before Mrs and Mr N were owners of the property. Ageas say that the foundation depths that a builder of new homes ('N') guidelines recommend are at least 750mm for clay soil, however the porch foundations are 200mm deep.

However, the porch wasn't part of a new build home which the N warranty applies to, therefore I don't consider it fair that Ageas rely on a building warranty's own requirements.

Ageas have also said that the porch didn't meet building regulations at the time of its build, saying the foundations should've been built to at least 750mm. It also referenced that the building regulation approval document that Mrs and Mr N received from the previous owner only referenced the two-storey extension, not the porch. However, I've seen an invoice where the porch was included within this build, and the original planning application also included the porch. However, most porches are exempt from building regulations, so they wouldn't usually be subject to the building control inspection and certification process.

Ageas acknowledge that building regulations wouldn't usually be required for a porch but has said that building regulations are required in this instance as it has provided an extract from a planning portal that says the front entrance door must remain in place between the existing building and the new porch and it doesn't think the original door is in place. It has supplied a hand drawn plan of the ground floor as evidence, but I note no doorways are indicated for any of the rooms on the plan so I don't agree that this proves that the building regulations should apply. Ageas hasn't shown clearly within the regulated guidance at the time the porch was built that this is required and even if I accept that it is a requirement it hasn't demonstrated that Mrs and Mr N's porch doesn't meet it.

So, I'm not persuaded that Ageas have shown the porch wasn't included in the build, or that building regulations applied to the porch – so it follows that the porch can't have breached regulations. Ageas have relied on N and building regulations that don't apply. And it hasn't mentioned any other standards or guidelines etc, so, it hasn't shown the porch failed to meet anything relevant.

I'm aware that the porch has stood without issue for nearly two decades without Mrs and Mr N experiencing any issues with it. If faulty foundations were the cause of the damage, I consider it would likely have occurred sooner than it did. So, I don't think it's fair or reasonable to suggest that foundations which have been effective for such a long time have suddenly become defective.

Based on the evidence I've been provided with, I'm not satisfied that Ageas have shown that faulty materials, poor design, or workmanship have caused the damage. Therefore, I don't think it's fair for Ageas to decline the claim relying on this policy term.

### **Putting things right**

I instruct Ageas Insurance Limited to:

- Accept the claim for the porch, and continue with it without further delay

### **My final decision**

For the reasons given above, I uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N and Mr N to accept or reject my decision before 30 December 2024.

Angela Casey  
**Ombudsman**