

The complaint

Mr H complains about the way Ageas Insurance Limited has handled a claim he made under his home insurance policy.

Reference to Ageas includes its agents and representatives.

What happened

The circumstances aren't in dispute, so I'll summarise the background:

- Mr H got in touch with Ageas in 2016. A claim for subsidence due to leaking drains was accepted and repairs completed in 2021. I understand Mr H noted crack damage soon after that and reported it to Ageas in March 2022.
- Ageas appointed a loss adjuster to consider the crack damage. They thought the location and nature of the cracking meant it was unlikely the cracks were caused by Mr H's property subsiding, but rather by the neighbour's property subsiding and 'pulling' Mr H's property – which it said isn't covered by the insurance policy. However, they setup monitoring to check for downward movement and that process was underway in early 2024.
- Mr H complained about the way the claim had been handled since the cracking returned. In summary, he said progress had been slow, communication had been poor, and he couldn't understand how the cracking wasn't covered when Ageas had covered the original problem. He also expressed concern that the building may be structurally unsafe and questioned why the floors were sloping.
- Ageas responded in June 2024. It made a number of points, which I'll summarise:
 - The loss adjuster hadn't concluded the monitoring at that time. They would continue to monitor and then assess the results. If they showed downward movement indicative of subsidence, further investigations may be carried out.
 - In the meantime, the loss adjuster had carried out 'robust' repairs to make the property safe. And they would investigate the cause of the sloping floors.
 - The evidence strongly supported that drainage caused subsidence in 2016. It's possible there may also be an unrelated problem with the property being 'pulled' – but the cause of the current cracking is being explored.
 - Ageas offered £200 compensation for the stress and inconvenience caused by the longevity of the claim.
- Our investigator thought Ageas had acted fairly by monitoring for movement and considering the cause of the current cracking. She didn't think the evidence showed Ageas should accept responsibility for the cracking at this stage. She asked Ageas to pay an additional £200 compensation for the delay carrying out the repairs.
- Ageas agreed to do that. Mr H didn't think this was a fair outcome. He said Ageas should deal with the cracking. And its temporary repairs had failed. As an agreement

wasn't reached, the complaint has been passed to me for an Ombudsman's 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.

- The scope of this complaint is limited to Ageas' June 2024 response. Whilst the claim has continued in the meantime, I won't be considering anything that has happened since that response. Mr H is entitled to make a further complaint about those matters if he wishes.
- I understand Mr H hasn't complained about how the original claim was handled from 2016, but about how the claim was handled after the damage returned. So that's what I'll focus on. There are a few points to consider, so I'll take each in turn.

The damage

- The main complaint point Mr H has raised is that Ageas hasn't accepted responsibility for dealing with the current damage – cracking and sloping floors. It accepted a subsidence claim in 2016, carried out repairs in 2021, and the current damage arose soon after.
- If the damage was the result of the same underlying problem as in 2016, ie because the cause of subsidence hadn't properly been dealt with, or failed repairs from the 2016 claim, ie because the damage hadn't properly been dealt with, then I'd usually expect Ageas to take responsibility for putting right the damage.
- However, if the damage was caused in another way, Ageas may not be responsible for it – but that would depend on the cause and timing of the damage. If, as the loss adjuster expects, the damage has been caused by Mr H's property being 'pulled' by a neighbour's, that can be treated separately to the original claim – and may not be covered by the Ageas insurance policy.
- Because of this, the key to resolving the dispute is for the cause(s) of the current damage to be established. I can see Ageas, through the loss adjuster, has been doing this. It's reviewed information from the 2016 claim, investigated the current damage, and setup monitoring – which will provide evidence about the degree and location of any downward movement at the property. That will help establish whether there's any ongoing subsidence problem at the property.
- In principle, I'm satisfied this is a reasonable way to progress the claim. Whilst I know the time its taking is giving Mr H cause for concern, it's common for monitoring to be used to provide key evidence in cases such as this – and it inevitably takes time to collect meaningful data. The damage may not be Ageas' responsibility, because the cause of it is unclear at this stage, so I consider Ageas is entitled to investigate matters before reaching a decision. That treats Mr H fairly, because it means the decision Ageas makes will be based on relevant evidence.
- I haven't seen any professional opinion that might challenge the approach Ageas has taken and/or suggest the damage has been caused in a way that would make it Ageas' responsibility. So I don't consider there's any professional evidence to show Ageas, through the loss adjuster, has taken unreasonable steps.

- In summary, Ageas has agreed to consider the claim – and it's in the process of doing that. I'm satisfied that's a reasonable position for it to take.
- Once the monitoring is complete, Ageas should have the results analysed alongside the other claim information and make a decision about what to do next – which is likely to be a choice between taking responsibility for the damage, not taking responsibility for it, or carrying out further investigations. In any case, it should explain clearly to Mr H what its findings are, why it's made the decision it has – and the likely timescale for any further steps it may take.
- Mr H is concerned about sloping floors, and has questioned whether this is more likely to be a sign of downward movement, ie subsidence, rather than the building moving laterally, ie being 'pulled' by the neighbouring property. Ageas has accepted that sloping floors aren't usually consistent with lateral movement, although it notes that doesn't necessarily mean the sloping floors show subsidence – there could be other reasons for the floors sloping. As a result, it's agreed for its loss adjuster to look into the cause of the sloping floors. I'm satisfied that's reasonable in the circumstances and will form part of Ageas' continuing claim consideration.

Temporary repairs

- Based on my findings above, Ageas isn't obliged to accept the claim for the current cracking at this time. So, strictly, it wasn't obliged to carry out any temporary repairs. But it agreed to do so in order to help keep the property safe. I'm satisfied that's a fair and reasonable thing to do in the circumstances.
- However, there seems to be no doubt that Ageas was slow to carry out the repairs. And Ageas has agreed with Mr H that those temporary repairs have failed. As a result, it agreed for the loss adjuster to carry out further repairs to make sure the property is safe. I understand those repairs have been carried out now.
- Whilst it's disappointing the initial repairs failed, I consider it fair and reasonable for Ageas to carry out further repairs to deal with the problem. That's been done during this complaint investigation, so I won't require Ageas to do anything further on this point at this time. But if Mr H has any further concerns about the temporary repairs and/or safety of the property, he's entitled to get back in touch with Ageas.

Timescale and handling

- Following repairs in 2021, Mr H got back in touch with Ageas following the return of damage in early 2022. Ageas initially asked a loss adjuster from the original claim to consider the matter. They inspected the damage and thought it was unrelated to the original claim, but an agreement wasn't reached.
- Ageas then appointed the loss adjuster in August 2022. They reviewed the 2016 claim information and carried out further investigation. Monitoring began in early 2024. I'm satisfied the time it took to monitor was unavoidable – it simply takes time to collect meaningful monitoring information. And it was also unavoidable that further investigations into the damage and its cause were required too.
- However, there were clearly delays and, whilst some steps were taken to consider the cause of the damage, there was little meaningful progress at times. So I think it's right that Ageas pay compensation to reflect the impact on Mr H.

- Whilst its clear Ageas and the loss adjuster have broadly kept Mr H up to date and communicated throughout, there have been times when Mr H had to chase for progress – and I don't think it was clear to him, until monitoring started, what the next steps were or how long they were likely to take.
- In these circumstances, I'm satisfied the way the claim was handled treated Mr H unfairly at times – and that caused him avoidable distress and inconvenience. To find further damage after he thought the problem had been dealt with would have been disappointing, frustrating and distressing. For the investigation into the cause of the damage to be subject to avoidable delays can only have added to that feeling.
- Ageas originally offered £200 and, after out investigator's involvement, increased that offer to £400. I'm satisfied that's a fair and reasonable amount in the circumstances.

My final decision

I uphold this complaint.

I require Ageas Insurance Limited to:

- Consider the claim, including the sloping floors, as above.
- Pay a total of £400 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 December 2024.

James Neville
Ombudsman