

## **The complaint**

Mrs H and Mr H complain Ageas Insurance Limited (Ageas) declined the claim they made under their home insurance policy.

This complaint has been bought by both Mrs H and Mr H, but as Mr H has been leading in the complaint, and for ease, I've referred to him throughout.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events. In October 2024 Mr H returned from holiday and noticed a crack in the wall of his garden so he reported it to Ageas. Ageas didn't believe it had been caused by storm and was likely to have been caused gradually and so said Mr H should appoint a builder to establish the cause of the damage.

In the following days Mr H spoke with Ageas again as the wall and part of his patio had collapsed into the waterway next to his property. Mr H believed it could be due to ground movement and provided a report from an engineer which said there had been a landslip at his property. Ageas arranged for an engineer to visit Mr H's property to review the damage.

Following this visit, the engineer told Mr H he believed the damage was caused by the erosion of the base of the retaining wall over a number of years. He said erosion of the foundation underneath the wall wasn't landslip, but it did give rise to landslip when the wall collapsed. He said he hadn't seen the specific terms of Mr H's policy, but usually the policy wouldn't cover damage to external areas unless there was damage to the house which there wasn't, and there would usually be an exclusion for damage caused by erosion.

Mr H raised a complaint with Ageas. He said he didn't have confidence in how his property had been inspected by Ageas. Ageas subsequently declined Mr H's claim as it said there was no subsidence damage to the main building of his property.

On 9 December 2024 Ageas issued Mr H with a final response to his complaint. It said it was satisfied the damage to Mr H's wall was caused by erosion of the foundation or subsoil. It said this was excluded under the terms of Mr H's policy. Mr H didn't agree and so referred his complaint to this Service. He also arranged for an engineer report to be carried out and sent this to Ageas for consideration.

Our investigator looked into things. She said she thought it was reasonable Ageas considered Mr H's claim under the subsidence section of his policy. She said she didn't think it was reasonable for Ageas to rely on the exclusion relating to damage caused by erosion, but she thought Ageas were reasonable to rely on another exclusion to decline Mr H's claim as there wasn't any evidence of damage to his main building caused by the landslip. She said she thought whilst Ageas could have instructed an expert to review Mr H's property sooner, she thought the timeframe it had considered Mr H's claim in was reasonable.

Ageas accepted our investigator's view, but Mr H rejected it. He said experts who had visited his property had said further investigations were necessary to see if the foundations or

underside of his property had been damaged. He said without this it couldn't be confirmed there was no damage to the main building of his property. He also said he received no assistance from Ageas in relation to submitting his claim, or how to mitigate further damage.

As Mr H didn't agree with our investigator the complaint 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.

I want to acknowledge I've summarised Mr H's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr H and Ageas I've read and considered everything that's been provided. I've addressed the key points separately.

#### *Claim decline*

The relevant rules and industry guidelines explain Ageas shouldn't unreasonably reject a claim. Ageas have considered Mr H's claim under the subsidence section of his policy and have relied on two exclusions under this section to decline it. The exclusions state:

*'We don't pay claims for damage to:*

- *Erosion to the land underneath or around your buildings that has been caused by the sea or a river.*
- *Outbuildings, sheds, greenhouses, swimming pools, tennis courts, walls (including retaining walls), gates, patios, fences, septic tanks, paths and driveways unless your main building is damaged at the same time and by the same cause.*

So, I've considered whether it was reasonable for Ageas to decline Mr H's claim based on these policy exclusions.

Ageas appear to have accepted the damage to Mr H's property has been caused by landslip and so have considered it under the subsidence section of his policy and I can't see Mr H has contested this. Based on the evidence provided and circumstances of Mr H's claim I think it was reasonable for Ageas to consider Mr H's claim under this section of the policy as I don't consider the circumstances would be covered under any other section.

The engineer instructed by Ageas has said he believes the damage to Mr H's property has been caused by erosion of the foundation below the wall, resulting in a landslip. The engineer instructed by Mr H has a different opinion. Her opinion is that the damage to Mr H's property was caused by hydrostatic pressure build up.

However, both Ageas's engineer and Mr H's engineer agree there doesn't appear to be any damage to Mr H's main building. Ageas's engineer has written in his report that there is no damage to the house itself. Mr H's engineer has written in her report that there is no cracking evident to the wall of the property, including around window and door openings. So, the evidence provided from the experts is that there is no damage to the main building caused during the incident.

Ageas have also provided its engineer with the report from Mr H's engineer, and the letter Mr

H provided from a loss adjustor. The engineer has said:

*'Both (Mr H's engineer) and I agree that there is no damage to the house due to the slipped land. If the piles were suffering due to lateral load this would soon show as damage in the house.'*

*As previously, there is no damage to the house and no reason to be concerned re the house foundation in the short term.'*

Based on the evidence provided I think it was reasonable for Ageas to decline Mr H's claim. The evidence provided from two engineers is that there is no damage to Mr H's main building as a result of the incident. As these engineers are experts in the relevant field, and have inspected Mr H's property in person, I find what they have said to be persuasive.

The exclusion in Mr H's policy is clear that there is no cover for damage to walls or patios unless the main building is damaged at the same time and by the same cause. And whilst I acknowledge Mr H has concerns about the foundations to his property being damaged, I've not seen any persuasive evidence to suggest this is the case. Therefore, I think it's reasonable for Ageas to rely on this exclusion to decline Mr H's claim.

If Mr H obtains further evidence to demonstrate there is damage to the main building of his property then he should provide this to Ageas to consider.

#### *Claim handling*

The relevant rules and industry guidelines explain Ageas should handle claims promptly and fairly. Mr H has said he is unhappy Ageas didn't provide him with any assistance in mitigating further damage to his property.

Following the visit from Ageas's engineer I can see Mr H spent time contacting Ageas asking for assistance in clearing the debris and mitigating the potential damage to his own and neighbouring property. However given I think Ageas were reasonable to decline Mr H's claim, I don't think this was its responsibility to carry out.

I think Ageas could have responded to Mr H and told him it wouldn't be able to assist with mitigating actions until a decision on the claim had been made. However I don't think this would have necessarily alleviated the distress Mr H was experiencing at this time. I think the distress Mr H was experiencing was due to the damage to his property and having to mitigate this, which he would ultimately have been responsible for regardless.

I think the engineer visit was arranged within a reasonable amount of time, and Mr H's expectations were set at an early stage that it was unlikely his claim was going to be covered. And I think Ageas then communicated its decision to decline his claim within a reasonable period of time.

I naturally empathise with Mr H given the damage to his property and subsequent impact this has had on him. However for the reasons I've explained I don't uphold his complaint about Ageas.

#### **My final decision**

For the reasons I've outlined above I don't uphold Mrs H and Mr H's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to

accept or reject my decision before 16 September 2025.

Andrew Clarke  
**Ombudsman**