

## **The complaint**

Mr L and Mrs L complain that Ageas Insurance Limited have caused delays when dealing with their subsidence claim and unfairly refused to cover damage to the floor slab, retaining wall and patio.

## **What happened**

Mr L and Mrs L held a buildings insurance policy with Ageas and in March 2018 they made a claim for subsidence.

Ageas appointed their contractors who undertook a survey and report in April 2018 which confirmed substantial subsidence, but rejected damage to the patio, retaining wall and interior floor slab as being due to settlement.

A further report in December 2019 was completed which indicated clay shrinkage as a possible cause of the subsidence, and in March 2020 a borehole was dug and a further report prepared.

In May 2020 an arboricultural survey was undertaken which confirmed clay shrinkage as a result of vegetation as the cause of the subsidence. The report made recommendations about the removal and reduction of vegetation.

Level monitoring was then undertaken in 2020-2021 which showed subsidence and heave of the underlying subsoils which were contracting and shrinking during the summer months and heaving when rehydrating in the winter months.

Nothing further happened, and Mr L and Mrs L were unhappy with the length of time their claim was taking, and also unhappy with Ageas decision to decline cover for the retaining wall, patio and slab, and so they engaged a representative to deal with the claim. Their representative logged a complaint.

In November 2023 Ageas contractor met with Mr L and Mrs L's representative at the property to look at all the damage. He advised he would be writing to Ageas with recommendations, but nothing further was heard, and so Mr L and Mrs L brought their complaint to us. We requested Ageas file of papers, but none were sent, and so in December 2024 our investigator made a decision in Mr and Mrs L's favour without any information from Ageas.

Following that, Ageas provided us with a copy of the policy term on which they said they were relying to decline the floor slab, but sent no other documents, reports or submissions. Mr L and Mrs L's representative was unhappy with the level of compensation awarded by the investigator and also the finding not to award their fees. As a result, the case has come to me to review.

## **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 have to think about whether Ageas have fairly and reasonably applied the terms of the policy, and whether they have provided poor service.

Having done so I'm upholding this complaint, and I'll explain why.

### **Patio, flooring slab and retaining wall**

Mr L and Mrs L say that Ageas have refused to cover the patio, flooring slab and retaining wall following their contractors' April 2018 report, saying these issues are as a result of settlement, and so are a gradually operating cause, and excluded from cover.

I can see from the correspondence sent to me by Mr L and Mrs L that on 6 November 2023 Ageas advised Mr L and Mrs L's representative that liability had been accepted for the retaining wall, and also any of the representatives' fees relating to that aspect of the claim.

This was following the level monitoring which showed cyclical subsidence and heave of the underlying subsoil which was contracting and shrinking with the seasons. However, there is, as far as I can see, no further acceptance of the claim for the interior flooring slab and patio. If Ageas consider that cover should not be provided, it is for them to prove that that the exclusion applies, and that they have fairly declined cover.

As Ageas haven't sent us their file there is no evidence about why that aspect of the claim was declined. So, I can't say that they have fairly applied the exclusion.

In addition, looking at the submissions provided by Mr L and Mrs L's representative, it appears that the floor slab has been in situ since the house was built in the 1960's and has never been an issue until 2018, despite a previous subsidence issue in 2003. As their representative says, if it was an issue of settlement, it would have been evident much sooner. Similar considerations apply to the patio.

In that case, with no evidence provided to me to suggest otherwise, I'm satisfied that Ageas haven't fairly applied the exclusion, and they should cover the damaged patio and flooring slab in addition to the wall which they have already accepted liability for.

### **Delays**

This claim was first logged in March 2018 and so is currently over seven years old. I can only consider delays up to July 2024, but if they continue, Mr L and Mrs L would be able to make a further complaint for delays after that date.

It is true that subsidence cases are complex and can take time as the cause of the subsidence has to be established, monitoring has to take place, the structure will need stabilising and then repairs can take place. So, it's not uncommon for claims to take years to resolve.

However, I can still consider whether Ageas are progressing the claim fairly and efficiently and without avoidable delays.

I can see that there is evidence of progression of the claim between the claim in 2018 and 2021 when monitoring was completed. This would be the normal timeframe that we would expect a case involving monitoring to take.

However, I haven't received any evidence from Ageas to show what action, if any, they have taken since 2021 to progress and resolve this claim. It would appear that they have all the information that they need in terms of reports, but they haven't started any remedial work.

In view of this lack of evidence of progression, I consider that there are three to three and a half years of unexplained delay, and I'm satisfied that an award of compensation is appropriate for the distress and inconvenience caused to Mr L and Mrs L as a result.

Mr L and Mrs L have told us about the impact of living in a property which is in a state of disrepair and the upset caused by the dispute over liability and delays, and I have taken that into account in the award below. I have also taken into account all the additional comments made by Mr L and Mrs L's representative, but I'm satisfied that this award is fair.

However, I am disappointed that Ageas is continuing to cause further delays, and on receipt of my decision, I would expect Ageas to now progress the claim without any delays to avoid a further complaint.

### **Representative fees**

Mr L and Mrs L have appointed an independent loss assessor to represent them, and they have asked for reimbursement of their fees for intervention and bringing the complaint. I can understand why Mr L and Mrs L have engaged a representative, but I don't think this was necessary in order to raise the complaint as they could have brought the matter to us independently of any representative.

However, I have noted that, based on the evidence currently available, Ageas could've handled the claim better which is why I have considered the inconvenience to Mr L and Mrs L generally and the appropriate compensation for this.

### **Putting things right**

In order to put things right I think that Ageas should:

- Provide cover for the patio, flooring slab and retaining wall within the subsidence claim.
- Pay Mr L and Mrs L £3,500 compensation for the delays and inconvenience caused.

### **My final decision**

My decision is that I am upholding Mr L and Mrs L's complaint and directing Ageas Insurance Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 8 July 2025.

Joanne Ward  
**Ombudsman**