

The complaint

Mr N's complained about how Ageas Insurance Limited have dealt with the claim he made after he discovered cracks in his property.

What happened

In summer 2022, Mr N noticed cracks appearing in his property. So he contacted Ageas to make a claim.

Ageas inspected the property and concluded the cracks were the result of subsidence. They started investigations and found the subsidence had been caused by a tree on a neighbour's property. They also set up monitoring to establish if the property was still moving.

Mr N's property is in a conservation area. So Ageas' contractors had to apply to the local authority for permission to remove the tree. The council made a tree preservation order instead. But they allowed the tree to be reduced in size. This work was completed. And, as Ageas' monitoring showed there had been no significant movement of the property for a year, they confirmed it would move to repair the damage.

Mr N complained to Ageas about the time the claim has taken. Ageas responded that, because of the need to monitor movement before moving to repairs, subsidence claims inevitably take time to deal with. Mr N was also unhappy that the tree had only been reduced, not completely felled, which he said was due to inaction by Ageas. He was worried that, in future, his neighbour wouldn't have the tree crowned as had been necessary and there were other trees in the area which might cause problems. And he said that his property was continuing to move.

In response, Ageas said the tree had been reduced satisfactorily and they couldn't apply for other trees to be removed or reduced because they weren't causing damage to the property. And they said they wouldn't fund investigations of further movement (which Mr N suggested was caused leaks from the drains) because there was no leak contributing to any movement of the property.

Mr N wasn't satisfied with Ageas' response and brought his complaint to the Financial Ombudsman Service. Our investigator reviewed the information provided by both parties and concluded Ageas didn't need to do any more to resolve Mr N's complaint. She was satisfied Ageas had monitored the property's movement over sufficient time for them to reasonably sure there was no movement and repairs could start. And, while she acknowledged Mr N's concern about possible future issues with the neighbour not having the tree reduced as they should, she said this was something Mr N would need to take up with the local authority at that time.

Mr N didn't agree with our investigator's view. So the matter's been passed to me 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.

Having done that, I'm not upholding Mr N's complaint. I'll explain why.

I understand why Mr N's unhappy with what's happened. But it is the case that subsidence claims can take a long time to conclude, due to the need to establish the cause of the subsidence, address it, monitor the property to assess whether it's stopped moving and then complete repairs. I'm satisfied from what I've seen that's what happened here. Ageas investigated the cause of the subsidence, dealt with the cause (the tree) and gathered evidence to establish the property wasn't moving before moving onto repairs. So, overall, I'm satisfied they dealt with the claim reasonably.

I know Mr N is unhappy the tree which caused the damage wasn't removed and believes this is due to inaction on Ageas' part. Having reviewed all the documentation provided, I don't think that's what happened. I can see that Mr N's property is in a conservation area. So no tree – even those which aren't protected by their own preservation order - can be cut down without permission from the local authority. I can see Ageas sought that permission. But, rather than granting it, the local authority imposed a tree preservation order (TPO).

I don't think that was Ageas' fault. But, once the TPO was in force, they had to comply with it. I can see that, once the local authority had agreed to the tree being reduced, Ageas pursued that with the neighbour. And I can see that they've written to the neighbour, reminding them they need to deal with this regularly, or they run the risk of being held responsible for any future damage to Mr N's property.

I can't say they should do more than that. I appreciate Mr N's concerned about what may happen in future. But we can only direct redress where something has gone wrong – not where it might. I know this isn't the answer Mr N was hoping for. But any damage caused as a result of a future failure by the neighbour would need to be looked by Mr N's insurer at the time. I don't think the typographical error in the letter to the neighbour means Ageas haven't done what they should have done to support his position in future.

I've also noted Mr N is concerned that there is ongoing damage to his property and he's concerned the property could still be moving. I'm not an expert. But I have seen that Ageas relied on many months of monitoring to satisfy themselves that there was no real movement occurring. I think that was a reasonable conclusion to draw from those experts' reports. And, without similar evidence to persuade me that the property is moving, I can't say it's unreasonable for Ageas to have relied on the reports or that they should make further investigations as part of this claim.

If Mr N believes there are new issues, he would, in the first instance need to contact Ageas to make a fresh claim. But, for the reasons I've set out, I don't think Ageas need to do any more to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr N's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 5 November 2025.

Helen Stacey
Ombudsman