

## The complaint

Mrs H and Mr H complain about how Ageas Insurance Limited (“Ageas”) handled an insurance claim they made under their property insurance policy.

Mr H has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of “Mr H”.

## What happened

Mr H held a “*Residential Property Owners Policy*” underwritten by Ageas. He raised a claim in February 2024 after a landslip affected the boundary between his property and a neighbour’s land. Ageas accepted the claim and appointed a loss adjuster, who attended the property. But Mr H was concerned that the loss adjuster focused on the physical damage and rebuilding costs rather than potential liability aspects. There were then delays in the claim due to underinsurance and unoccupancy concerns. Mr H also said he felt the loss adjuster lacked the necessary technical skills in geotechnical assessments for him to provide sufficient information about the cause of the landslip and potential future liability issues.

Mr H requested a copy of the loss adjuster’s report and written clarification about how potential third-party claims would be handled under his policy if they were brought in the future. Mr H said these requests went unanswered, so he raised two complaints. Ageas considered the complaints and upheld them in part. They said they accepted there had been poor communication and delays and offered a total of £550 compensation. Mr H disagreed with Ageas’s responses to his complaints – so, he brought them to this Service. He said the main issues remained outstanding and the loss adjuster’s lack of expertise could undermine future claims.

An Investigator looked at what had happened but didn’t recommend that the complaint should be upheld. She said she thought it was fair and reasonable for Ageas to confirm to Mr H what liability cover the policy provided in the event that a neighbour made a claim. But she didn’t think Ageas had acted unfairly by not providing Mr H with a copy of their loss adjuster’s report, as she said this was an internal report used to manage the claim for Ageas.

Mr H didn’t agree with the Investigator’s recommended outcome. He provided a detailed response, the main points of which were:

- Ageas had failed to appoint a suitably qualified professional to assess the landslip.
- This permanently undermined his ability to establish liability for the landslip or pursue contributions from neighboring landowners.
- Ageas’s actions had left him legally exposed, with a diminished property value and potential stigma attached to the site.
- Ageas’s handling of the claim had caused significant emotional distress and disruption to him and his wife – who has medical conditions.
- Ageas should be directed to provide a clear written explanation of his liability cover under the policy, appoint a qualified expert to reassess the site, and compensate him for the distress and disruption he says he experienced.

Mr H also submitted further documentation he said he wanted to rely on. This included a retrospective inspection by a firm that specialised in mining and ground-stability investigations and a Royal Institution of Chartered Surveyors (“RICS”) valuation report.

In respect of the structural inspection report, this noted that:

- A landslip occurred in December 2023, along the quarry facing the rear of Mr H’s property and adjoining gardens.
- While the property itself was unaffected, a section of the garden was lost.
- The report concluded that the incident appeared to be linked to the ownership and maintenance responsibilities of the lower properties.
- The report recommended that Ageas be involved due to the potential for future liability claims.

Mr H submitted that Ageas’s earlier failure to appoint a loss adjuster that specialised in this area of inspections meant he was unable to confirm or challenge any technical conclusions recorded during the initial assessment. He said this left him legally exposed and unable to mitigate or pursue contributions from third parties.

In relation to the RICS valuation report, this noted that:

- Assuming no landslip had occurred, the property would be worth around £225,000.
- Taking into account the known landslip, absence of stabilisation works, and continuing uncertainty over liability, this was reduced to between £75,000 and £100,000.
- The report noted the property’s non-traditional construction, the steep quarry face, and uncertainty over liability for reinstatement would all be significant factors to deter potential purchasers.

Mr H submitted that he believed the reports demonstrated a quantifiable financial loss arising from Ageas’s delay in assessing the landslip and its implications at the time of the incident. Mr H asked for an Ombudsman to consider the complaint, and I issued a provisional decision in which I said the following:

*“I want to start by acknowledging that I’ve intentionally summarised Mr H’s complaint in a lot less detail than he has presented it. No discourtesy is meant by this, and I want to assure both Mr H and Ageas that I have read and considered everything submitted in its entirety. But as an informal dispute resolution service, our role is to focus on the main issues of a complaint in order to reach a fair and reasonable outcome overall. And this means I have only focused my decision on what I consider to be the key points of the dispute. The first is what the policy provides cover for, and the second is how Ageas handled the claim and what impact this had.*

*The policy provides two relevant sections of cover: “Buildings”, and “Property Owners Liability”. The Buildings section covers physical loss or damage to the insured structures caused by specified perils; one of which is landslip. The Property Owners Liability section provides cover where the policyholder becomes legally liable to pay damages for injury or property damage caused by an accident at the insured premises.*

*The claim Mr H raised was that a landslip occurred along the quarry face at the end of his garden. While part of the garden was affected, there was no damage to the building itself, any neighbouring property, and importantly, no third-party claim has*

been made. This means there was no insured loss for the policy to respond to under the Buildings section, and no liability event under the Property Owners Liability section.

Ageas appointed a loss adjuster to confirm whether there was any insured damage the policy could provide cover for. Once that was established, insured damage could be considered and repaired. But I don't find that Ageas was required to commission a detailed geotechnical or liability investigation, as those matters fell outside of the policy cover. I appreciate Mr H has said Ageas acted unfairly by appointing a general property loss adjuster rather than a specialist engineer. And his testimony is that he felt the extent of the event was outside of the appointed loss adjuster's expertise.

However, insurers are allowed to decide how to investigate a claim, provided that they act reasonably and competently. There's nothing I've seen in the policy wording that required Ageas to appoint a loss adjuster with a specific technical qualification. And while Mr H asked questions around future liability events and the nature of the landslip itself, the loss adjuster's role under the policy was to simply check whether insured property had been damaged and whether it was covered under the policy. While I can see there were initial delays around unoccupancy and potential underinsurance, that appears to be ultimately what happened here. And both parties agree that there was no damage to the property itself. I understand why Mr H would have preferred a specialist to assess the slope and highlight any potential future risks, but I think that goes beyond what Ageas was required to do under the terms of the policy and into an area of preventative investigation that wasn't required at the time.

But while I don't find Ageas acted unfairly in their investigation of the claim, I do think their communication could have been clearer and there were clear delays in how they progressed things. The correspondence I've seen shows Mr H repeatedly asked for written confirmation of how his liability cover under the policy would apply if a neighbour later made a claim. While no claim had been made at that stage, so I wouldn't expect them to be able to provide specific tailored advice to a hypothetical situation, Ageas's responses were brief and focused mainly on confirming there was no damage to the building. I think Ageas could have provided clearer explanations of how liability cover would potentially operate here, but why it wasn't relevant at that time given there hadn't been any third-party claims.

I can also see Mr H requested a copy of the loss adjuster's report and says this was unfairly withheld. I don't think it's generally unfair for an insurer not to provide a full copy of their loss adjuster's report; because the purpose of the report is to allow Ageas to make a finding on whether the claim was covered under the policy or not. That being said, I do think Ageas could have provided a summary of the adjuster's conclusions and findings. And I think this lack of clarity caused unnecessary confusion and frustration for Mr H, even though I don't find that it materially changed the overall outcome.

Since the event, Mr H has obtained his own professional reports, a retrospective geotechnical inspection and a RICS valuation report. The structural inspection report identifies the likely cause of the landslip and outlines remedial options, and the RICS valuation report quantifies any potential market impact because of the landslip itself. While I recognise that Mr H has incurred costs in commissioning these reports, he always would have been required to as the policy does not require Ageas to fund investigations into incidents that haven't resulted in insured damage or where no third-party liability claim has been raised.

*From looking at the reports, I'm not persuaded that any fall in market value is something I can fairly attribute to Ageas's handling of the claim. The RICS valuation report outlines several reasons why there is a perceived loss in value, including the building's non-traditional construction as well as the landslip itself. But these are not things the policy with Ageas covers.*

*Overall, I'm satisfied that Ageas handled the claim within the scope of their contractual obligations. They weren't required to appoint a specialist to investigate liability when no claim existed. And I don't find that they would need to cover the landslip itself under the terms of the policy. But I do think they caused delays and uncertainty at times. As such, I think an award of compensation is justified in this instance to reflect Ageas's service failings. I can see Ageas has already offered a total of £550 compensation. So, I need to consider whether their compensation offer is enough to put things right.*

### **What was the impact**

*In terms of making a compensation award, it's important to note that this Service doesn't punish or fine a business. A compensation award is intended to reflect the impact a business's actions had on their customer. I've weighed up Mr H's testimony, the available evidence, and the duration of the process overall. I can see Ageas issued their first final response to the complaint in June 2024 and said they had identified service failings and delays and awarded £250 compensation.*

*Mr H then raised another complaint in August 2024 about further delays which Ageas responded to in October 2024. They said they'd identified a period of three months where no communication or updates was provided, causing delays on the claim due to no response from their property adjusting team. Ageas also said Mr H had been misadvised by the customer relations team regarding who to contact for an update on the claim. They awarded a further £300 compensation for these service failings. Overall, I think the total award of £550 fairly reflects the overall impact on Mr H.*

*I think Mr H has experienced delays and frustration over and above what I would consider to be normal during a claim period. There are clear periods of delays and instances of him having to chase progress himself. I've also considered Mr H's submissions around his caring responsibilities for his wife, due to her medical conditions. Mr H acknowledges that Ageas wasn't aware of these vulnerabilities, so they couldn't be expected to apply a specific approach. But I agree that given his specific situation, the service he received from Ageas during the claim would have been frustrating to him.*

*At the same time, I don't think Ageas's failings were so severe or prolonged that they justify a higher award. The delays didn't prevent the claim from being assessed or materially affected the outcome. So, while the inconvenience was genuine, I think £550 is consistent with what this Service would award for similar levels of poor communication and delays. While I've taken into account Mr H's personal circumstances and the additional stress caused by his caring responsibilities, Ageas wasn't aware of them at the time and the service issues were limited in duration. So, while I appreciate this may not reflect the level of compensation Mr H had hoped for, I consider Ageas's offer of £550 to be a fair and reasonable way to resolve this complaint.*

*Finally, I can see that Mr H has provided an updated policy schedule from his current broker which lists the landslip claim. He says this is evidence that Ageas accepted*

*the claim and assigned a reserve value to it, despite Ageas saying that no loss or liability exists.*

*This isn't something that was raised as part of the final response from Ageas, but from looking at the documents Mr H has provided, I can't see that Ageas has acted unfairly here. It is not in dispute that Mr H raised a claim, and Ageas accepted this and took steps to investigate it. Ageas, like all insurers, are required to report claims to the Claims and Underwriting Exchange ("CUE"), so it follows there would be a record of this claim for Mr H's new insurer to see. In respect of the sum itself, this is likely a reserve value that Ageas incurred when investigating the claim. So, I don't find this to be in any way unusual or unfair."*

I concluded that I intended to uphold this complaint in part and to direct Ageas to provide Mr H with a clear written explanation of how the Property Owners Liability section of the policy would operate if a third-party claim were made and pay a total of £550 compensation for the distress and inconvenience caused by their handling of the claim. I invited both parties to respond to my provisional decision with any further information they wanted me to consider.

Ageas did not provide any further information for me to consider, but they did outline that they agreed in principle with the compensation I intended to award. Mr H provided a detailed response; in summary, he said:

- His claim notification was a Property Owners Liability notification and not buildings-damage and his notification was intended to start liability investigations relating to the landslip.
- In any event, future liability is foreseeable, so liability exists without a formal claim.
- Ageas failed to investigate boundary ownership, causation pathways, and potential contribution from lower landowners.
- Ageas wrongly instructed a material damage loss adjuster who lacked geotechnical or liability qualifications and should have recommended escalation to a suitably qualified loss adjuster.
- Ageas's failure to do so deprived him of the ability to seek legal advice, the opportunity to protect his recoverability, and preserve contribution pathways.
- The slope has deteriorated since 2024, demonstrating that liability pathways needed early investigation.
- His new insurer had increased his premiums significantly and applied endorsements removing subsidence and landslip cover. Mr H says these actions are due to Ageas's handling of the claim.
- He reiterated the findings of his RICS report and said he has suffered financial harm as a result of Ageas's failure to properly investigate liability in 2024.
- He'd spent approximately £1,800 on expert reports due to Ageas's failure to investigate liability under the policy.
- The final decision should direct Ageas to move the claim to the Property Owners Liability section of cover and direct Ageas to appoint a suitably qualified loss adjuster to comment on causation findings, ownership boundary clarification and recognize the loss of opportunity to pursue recoverability against lower landowners.

As both parties have now had the opportunity to provide a response, I will set out my final decision below.

### **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 so, while I've carefully considered Mr H's new submissions, I've not been persuaded to alter the outcome I previously reached in my provisional findings.

I'd like to start by once again acknowledging that I've intentionally summarised the background to this complaint, so not everything that's happened or been argued is set out above. Mr H's submissions both before and after my provisional findings are both detailed and lengthy. And while I thank Mr H for them, both parties are aware of these, so I do not intend to repeat their detail here again. This isn't meant as a discourtesy, it simply reflects the informal nature of this Service.

I appreciate Mr H's view is that he thought notifying Ageas about the landslide event should have triggered a wider investigation into boundary ownership, third party contribution, or recoverability pathways under the Property Owners Liability section. But I'm not persuaded that this is how this section of the policy operates. I'm satisfied that liability cover only responds once a policyholder becomes legally liable to pay damages, or once a third-party claim is made. But as neither condition existed here, the liability section was not triggered. As such, I'm satisfied that the policy did not require Ageas to carry out exploratory or advisory investigations into hypothetical future liability events.

The policy does also not extend to preserving legal advantages, protecting recoverability opportunities, or determining causation for uninsured losses. Ageas was required under the policy to assess whether insured property had been damaged by a covered peril. Once they confirmed the building itself was unaffected, their obligations under the building section were complete. While Mr H has set out why he feels future liability was foreseeable, I'm ultimately satisfied the policy did not require Ageas to advise on boundary law, ownership disputes, underwriting consequences, or hypothetical contribution claims against neighbouring landowners. I also remain satisfied that Ageas was not required under the policy to instruct a specific type of expert, and I've not seen any persuasive evidence which demonstrates Ageas acted unreasonably in appointing the expert that they did.

I sincerely acknowledge Mr H's concerns about how future insurers have interpreted the landslip when offering cover. But insurers are entitled to underwrite on their own criteria, and I can't reasonably attribute later underwriting decisions to Ageas's handling of the claim. Ageas recorded the claim correctly as the landslip affecting the garden with no payment made, and that record is factually accurate. It follows that I do not find Ageas acted unfairly in the way the event was reported on external insurance databases.

I also appreciate that Mr H has since obtained a geotechnical inspection and a RICS valuation report. These provide the technical conclusions and remedial guidance he says he was unable to obtain earlier. And while I recognise he has incurred costs in obtaining this information, Ageas was not required to fund the cost of these reports under the policy. So, I cannot fairly say that Ageas prevented Mr H from doing so or that those costs flow from a breach of their duties under the policy.

As I explained in my provisional findings, I do recognise that there were times that Ageas's service fell short and they caused inconvenience and additional effort on Mr H's part. But I am not satisfied the evidence demonstrates that they placed Mr H at a substantive disadvantage. Ageas has already offered £550 compensation, and based on the delays I have identified, I'm satisfied this award is consistent with compensation I would typically make where communication has fallen below a reasonable standard, but the core claim decision remains fair.

Finally, I appreciate that Ageas has outlined why they have difficulty in commenting on the operation of the liability cover for any hypothetical future third party claims. I understand that Ageas is only obliged to assess liability where there is a defined event which had caused damage and an actual claim that the policyholder faces. And I appreciate Ageas cannot be expected to provide binding statements on who would be liable for future claims or causation or quantum findings. But my proposed direction was intended to provide clarity to Mr H about how the policy operates generally, and I am not directing Ageas to carry out a liability investigation or reach any conclusions about responsibility for the landslip. That would go beyond what the policy requires them to do where no such claim has been made.

Instead, I consider it to be fair and reasonable, and an example of good industry practice, for Ageas to provide a clear written explanation of how the Property Owners Liability section of the policy would operate in *principle* if a third-party claim were to be made in the future. This is to ensure Mr H understands what his policy covers, what would trigger a liability assessment, and what steps Ageas would take if a neighbour did later alleged damage. I consider this to be a reasonable expectation of clear communication.

## **Conclusion**

Taking everything into account, I remain satisfied that a compensation award of £550 is a fair and proportionate amount for the distress, inconvenience, and avoidable confusion caused by Ageas's communication failings and delays. While I acknowledge why Mr H feels the impact was greater, I do not consider the failings I've identified to be so severe or prolonged that a higher award is justified.

In these circumstances, I think the compensation award appropriately reflects the additional effort and frustration Mr H experienced over and above what I would expect in a normal claims process, without extending into losses the policy does not cover. I appreciate this is not the level of compensation Mr H had hoped for, and it may not ultimately change matters for him, given the larger concerns over the claim process itself. But I consider it to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

## **My final decision**

For the reasons I've given above, my final decision is that I uphold this complaint in part. I direct Ageas Insurance Limited to:

- Provide Mr H with a written explanation of how the Property Owners Liability section of the policy would operate generally if a third-party claim were made; and
- Pay a total of £550 compensation for the distress and inconvenience caused by their handling of the claim.

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 5 January 2026.

Stephen Howard  
**Ombudsman**