

The complaint

Mr D complains about how Ageas Insurance Limited (“Ageas”) dealt with a subsidence claim he made on his home insurance policy.

Ageas is the insurer for this policy. Part of the complaint relates to the actions of the agent. Since Ageas has confirmed it is responsible for the agent’s conduct, any reference to Ageas in this decision should be taken to include the agent.

What happened

Mr D has home insurance with Ageas. He noted some minor cracking to his property in around March 2022 and it got worse and appeared in other areas.

Mr D reported the matter to his insurer in August 2022. The claim was accepted and Ageas appointed its contractor to inspect the property. Ageas say the subsidence was categorised as ‘slight’, but Mr D didn’t agree. He says in some places the damage was more significant.

Mr D says Ageas only want to do cosmetic repairs without addressing the cause of the subsidence, aside from removing some trees in January 2023. Mr D says despite the trees being removed the foundations are still moving so he appointed a structural surveyor to inspect his property. The engineer says the foundations should be underpinned or the grounds stabilised by resin injection prior to carrying out any remedial work. Ageas didn’t agree with Mr D’s engineer so he complained.

Ageas looked into Mr D’s complaint but didn’t uphold it. It said the damage to the property was deemed ‘slight’ on the scale, and all vegetation highlighted within the site investigations was removed. Ageas said this meant substructure repairs weren’t warranted and carrying out underpinning to the property was to ‘future-proof’ it, and that wasn’t something covered by the policy – Ageas said it can only deal with damage related to the subsidence claim. It said the same reasoning applied to the oak tree – it could pose a future risk but no roots for the tree were found during the investigations so it wasn’t related to any subsidence claimed for. Ageas also didn’t agree to demolish and rebuild the porch since the damage was only considered slight. Ageas said its own report provides adequate support without the need for invasive repairs under the ground. Ageas also agreed to have monitoring set up to reassure Mr D.

Mr D wasn’t happy with the response from Ageas so referred his complaint to this Service. Our Investigator considered the evidence and recommended that Ageas reassess the porch and propose work to ensure an effective and lasting repair. She said Ageas should pay Mr D £150 to recognise the distress and inconvenience caused.

Ageas agreed to the Investigator’s recommendations. Mr D didn’t. He said the original report was based on fabricated evidence so the bore hole log can’t be relied on. He said significant time has passed since the samples were taken so the geology will have changed so new holes should be drilled and new samples taken. Because an agreement wasn’t reached the complaint has come 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.

Having done so, I agree with the outcome the Investigator reached – I'll explain why. But before I do, I need to explain that whilst this claim might have moved on since Ageas issued its final response letter, I'm only considering events up until the date of that letter 17 April 2025.

I won't be repeating the entirety of the complaint history here in my decision, or commenting on every point raised. Instead, I've focussed on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service, and our key function; to resolve disputes quickly, and with minimum formality. However I want to assure both parties I've read and considered everything provided.

Subsidence claim and repairs

When considering claims about subsidence we expect the insurer to stop any current movement - Ageas isn't responsible for making sure Mr D's property never moves, but it does need to make sure any repairs are lasting and effective. I understand Mr D strongly believes Ageas should be doing more to protect his home against further subsidence damage.

Ageas appointed a contractor to attend Mr D's property. I've seen the initial report and am satisfied Ageas took appropriate action in removing the vegetation that was contributing to the subsidence.

Mr D obtained his own report, dated 18 December 2024 which recommends, "*underpinning or sub-soil geopolymer injection where necessary to counteract the effects of subsidence and heave*". There is no information regarding soil investigations to support the recommendation, or details about how that conclusion was reached.

On considering both reports, and the fact that Mr D subsequently confirmed many of the cracks had closed up, I'm persuaded the mitigation work carried out by Ageas was reasonable and appropriate at the time. I note Ageas offered to continue monitoring the property to reassure Mr D but I can't see that actually happened.

I empathise with the situation Mr D finds himself in. I am aware of the difficulties he is currently facing. In the absence of any independent evidence that confirms further, more invasive work is required I can't say Ageas' actions here are unreasonable.

Scope of works

Mr D isn't in agreement with Ageas' scope of work. Ageas has proposed installation of Helibar's to the front, left, and rear elevation of the property. Mr D wants the work done from the outside to minimise disruption and preserve the integrity of the wall.

I can understand why Mr D wants the work done from the outside. However Ageas is managing the claim and it is best placed to decide how the works should be carried out – it doesn't need Mr D's agreement but I would expect it to work together with Mr D to bring this matter to a close.

Ageas has an obligation to carry out an effective and lasting repair so any issues with the installation of the Helibars or any of the other repairs should be reported to Ageas if they arise – and I would expect Ageas to look into them.

Ageas doesn't agree the cracks in the gable wall have been caused by subsidence. I've considered the evidence put forward by both parties in respect of the wall. Ageas say the damage is as a result of thermal shrinkage and the crack has been there for some time, and I'm persuaded by what it says.

It is for the policyholder to demonstrate to their insurer that they have suffered an insured loss. If they can do this then, generally speaking, the insurer should pay the cost of the claim in line with the policy terms and conditions.

Ultimately, Ageas wasn't satisfied the damage to the gable wall was as a result of subsidence. It based its decision on assessments by its contractors. I have considered the expert opinions provided but I'm not persuaded there is sufficient evidence to support the link between the subsidence and damage to the gable wall. Therefore, on the balance of probabilities, I don't think Ageas acted unfairly in not including this damage within the claim.

Porch repairs

The initial surveyor's video clearly shows a 38mm drop on the right-hand side of the porch, which indicates a more significant issue than a category two classification suggests. This level of displacement cannot reasonably be considered minor. As such, I do not find Ageas' proposed approach to repairing the porch to be adequate or aligned with best practice. To ensure a fair and lasting resolution, I will direct Ageas to reassess the extent of the porch damage and develop a scope of works that delivers effective, durable repairs in accordance with the relevant guidelines.

Distress and inconvenience

Ageas accepted the Investigator's assessment that it was responsible, in the period considered in this complaint, for its failure to correctly consider the extent of the porch damage. Ageas also agreed with the level of compensation recommended by the Investigator.

Having considered the detail of what went wrong and the award recommended, I agree £150 to be a reasonable level of compensation for Ageas to pay.

For the reasons given, overall I think the steps Ageas took at the time were reasonable. But if there are any further movement or issues, I would expect Ageas to reassess the matter. I'm not going to direct Ageas to undertake any specific works, like underpinning, or resin injections. That is something better decided upon consideration of further evidence.

I appreciate this will come as a disappointment to Mr D as it isn't the outcome he'd hoped for. But I hope he'll understand from what I've said, why I formed this view.

My final decision

I uphold this complaint and direct Ageas Insurance Limited to do the following;

- Pay Mr D £150 in compensation for the distress and inconvenience caused.
- Reassess the extend of the porch damage and develop an appropriate scope of works that delivers effective and lasting repairs in line with relevant guidelines.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 January 2026.

Kiran Clair
Ombudsman