

## **The complaint**

Miss S and Mr W have complained that Ageas Insurance Limited trading as Ageas unfairly declined their subsidence claim.

## **What happened**

Miss S and Mr W made a claim to Ageas in 2021, some years after a claim had been made to their previous insurer.

The previous insurer had carried out investigations and had concluded that the subsidence had been caused by the consolidation of soils due to a leaking drain. The property was monitored between 2011 and 2012, property stabilisation measures and repairs were undertaken, and a certificate of structural adequacy was issued in 2014.

When the later claim was made to Ageas, it said, based on the monitoring report from the previous insurer in 2012, that as there were no progressive crack movements the property had been deemed stable and any damage was linked to prior subsidence.

Ageas declined the claim and advised Miss S and Mr W to approach their previous insurer. But Miss S and Mr W made a complaint, which this service considered. Ageas was then required to carry out further investigations into the cause of the latest episode of subsidence. But after doing so, it maintained its decision to decline the claim, saying there was no evidence of ongoing or progressive subsidence at the property.

Miss S and Mr W complained. They said the assessment dismissed visible damage and that both insurers were responsible. In its response to their complaint, Ageas said the claim was correctly declined based on the evidence, showing there was no new damage and that the existing subsidence was linked to the previous issues, with no new movement having taking place from October 2023 to March 2024. Monitoring reports from November 2024 confirmed relative stability of the property.

As Miss S and Mr W didn't accept Ageas's response, they referred their complaint to this service. Our Investigator considered it, but didn't think it should be upheld. She agreed that there was insufficient evidence of any ongoing subsidence at the property.

Miss S and Mr W didn't agree with our Investigator's opinion, so the complaint has now come to me for an Ombudsman's 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Miss S and Mr W, or Ageas, have provided. Instead, I've focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so,

I'm not upholding this complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

Based on everything I've seen, I agree with our Investigator and I don't consider Ageas has declined the claim unreasonably. I realise this will come as a disappointment to Miss S and Mr W, but I'm afraid there's insufficient evidence of ongoing movement which would meet the requirements of a valid claim under the policy.

Ageas's investigations show there wasn't any movement after monitoring began in October 2023. And following the final monitoring review in February 2025, Ageas concluded that the results of monitoring hadn't shown any recent significant movement, indicating that the condition of the soil had returned to a state which provided adequate stability to the foundations of the property. It's understandable therefore, why Ageas considered the damage to relate to the previous claim. I've seen the reports and I'm satisfied they support Ageas's conclusions. And I think the evidence on which it's relied is particularly persuasive. The lack of recorded movement for several months satisfies me that Ageas hasn't acted unreasonably here. If the subsidence had been active and progressing, I'd expect to have seen evidence of ongoing movement.

I appreciate that Miss S and Mr W had noted cracks starting to appear in the same locations as before, and had confirmed that they'd redecorated a few times but cracks still reappeared. This would indicate that the same issue was recurring, not that there was a new episode of subsidence.

This is further supported by the fact that the property had a known history of subsidence occurring in similar locations. The property had subsided before, and cracks reappeared after having been filled, without a new cause being evident (such as a leaking drain or affected vegetation). So it's much more likely in my view that the damage hadn't been caused by a new subsidence event.

I've considered all the points Miss S and Mr W have raised following our Investigator's assessment, but I'm afraid these haven't changed my view. Miss S and Mr W's position is that Ageas needs to prove that the damage both occurred and stopped before the policy with Ageas commenced. But the onus is on Miss S and Mr W to prove their claim, not on Ageas. And I've decided this case on the balance of probabilities – i.e. what's more likely than not to have caused the damage and when any movement likely occurred. And based on Miss S and Mr W's comments about how much they'd had to redecorate due to cracks reappearing following the certificate of structural adequacy being issued, and prior to the policy's inception in 2020, as well as there being no evidence to suggest the property had moved during the time it had been insured with Ageas, I'm not persuaded that Ageas needs to do anything differently at present.

Miss S and Mr W's have also said that while monitoring didn't identify any significant movement during the 2023-2025 period, this began almost three years after the claim was first reported in December 2021. They've said the absence of movement during this later monitoring period doesn't establish whether movement had occurred earlier in the policy period, between 2020 and 2023. However, as I've said, I can't assume it did, based on what I've seen. And for the reasons I've given, the likelihood is that the property was moving when

cracks kept reappearing and Miss S and Mr W had to repeatedly redecorate, which means the property was much likely to have been suffering from ongoing subsidence before the Ageas policy commenced.

Whilst I very much sympathise with Miss S and Mr W's situation, I can't hold Ageas responsible if the evidence doesn't support that it's liable for this claim. If Miss S and Mr W are able to provide any further evidence to support their claim that Ageas is partially responsible, they should send this to Ageas in the first instance for its consideration. Or they can contact their previous insurer again following this decision.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S and Mr W to accept or reject my decision before 27 April 2026.

Ifrah Malik  
**Ombudsman**