

complaint

Mrs W is unhappy with the decision by Ageas Insurance Limited to decline her claim for subsidence damage and damp to her property under her home insurance.

background

Mrs W noticed cracking to her property in March 2017. She had a report done by a structural engineer who observed cracking where the property was tied to the side extension. He also noted that the guttering at the rear of the property was leaking causing the damp problem. Mrs W made a claim to Ageas. It told Mrs W it couldn't cover the claim as the damage was caused by poor workmanship. It also pointed out an exclusion in the policy for loss or damage that occurred over a period of time and/or by wear and tear.

On referral to this service our investigator thought that Ageas had acted reasonably and that there was no cover for the damage under Mrs W's policy.

The matter has been referred to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The report obtained by Mrs W identified that the side extension hadn't been tied to the building correctly. This had caused the extension to move away from the original building causing the cracking. He also said there was no evidence of foundation movement.

So it is likely that the cracking was caused by poor workmanship, something which isn't covered under the policy. Ageas has pointed to the exclusion in the policy for something which has happened gradually or for wear and tear. If it was subsidence damage it would be covered even though it is caused gradually and by wear and tear and so I don't think it was correct to apply that exclusion. But, although I appreciate that the extension was built before Mrs W bought the property unfortunately the policy simply doesn't cover the damage identified.

As for the damp, I understand that this is caused by the gutter leaking. Again that isn't something which is covered under the policy. The damage happened over a period of time and is likely to have been caused by wear and tear. The exclusion I've referred to does apply in the case of the guttering.

So overall I'm afraid that Mrs W's policy doesn't cover the damage to her property. I think Ageas acted fairly.

my final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 6 October 2017.

Ray Lawley
ombudsman

