

## The complaint

Mr B complains about the way Oakleafe Group Limited acted in its role as a loss assessor for a claim he made under his home insurance policy.

He says Oakleafe failed to communicate effectively with his insurer, who I'll call R. And, as a result of this, furniture which had been in storage was left outside and damaged.

## What happened

As the circumstances aren't in dispute, I'll summarise the main points:

- After a water leak caused damage in his home, Mr B made a claim with R. He also appointed Oakleafe to act as his loss assessor.
- Oakleafe negotiated a cash settlement with R and sourced a builder to carry out repairs. During this time, Mr B moved out into alternative accommodation. And his contents were put into storage by R.
- R understood repairs were due to complete and it was agreed they would return the stored contents on 18 October. R tried to do so but they discovered the repairs weren't finished and the contents couldn't be returned.
- Oakleafe arranged to store the contents until repairs were finished. In the meantime, Mr B's contents were left outside. He says that caused them to become damaged.
- Our investigator thought Oakleafe failed to communicate adequately about this matter. But she wasn't persuaded this had led to any damage. She said R had noted damage to some of the contents prior to storing them and it wasn't clear from photographs when any of the damage was likely to have happened. She asked Oakleafe to pay £100 compensation for the inconvenience it caused.
- Whilst Mr B remained of the view that the contents were damaged during this time, he accepted that he couldn't provide evidence to support that view. He thought the compensation figure should be increased, although that was in part related to other matters I'm not considering in this decision.
- Oakleafe made a number of points. In summary:
  - It wasn't carrying out a Regulated Activity in this matter.
  - It had intimated to R that the work would likely continue beyond 18 October and R hadn't sought confirmation of a date to return the contents.
  - On the day, R contacted Mr B directly – contrary to the agreement for all communication to be with Oakleafe. Similarly, Mr B only told Oakleafe about the problem after it had happened. So Oakleafe couldn't have intervened any sooner to resolve the problem.

- Our investigator remained of the opinion that Oakleafe didn't do enough to communicate effectively with R to prevent the problem from happening. She thought £100 compensation was fair in the circumstances.

### **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.

Mr B's complaint to Oakleafe was about two particular points. The first was about the way the repairs were carried out by the builder. That point has been dealt with in a separate complaint. The second was about the communication about the contents in storage. That's what I'll consider in this decision. As no other complaint points have been raised, I haven't considered anything else about the way Oakleafe performed its role as loss assessor.

Like our investigator, I'm satisfied Oakleafe is responsible for this complaint and was carrying out a Regulated Activity at the relevant time.

In brief, when this problem occurred, Oakleafe was representing Mr B as a loss assessor in relation to his claim with R. And R was yet to fully settle or close the claim at this time. That means Oakleafe was carrying out the Regulated Activity of "assisting in the administration and performance of a contract of insurance".

Oakleafe's terms and conditions say: "we agree to act on your behalf in connection with your claim including advising you, preparing your claim(s) and negotiating on your behalf with your insurers and/or third parties where applicable". And "we shall, to the best of our ability, obtain a speedy and satisfactory settlement on your behalf".

So I think it was clear that Oakleafe's role was to act for Mr B, liaising directly with R and any third parties – such as R's storage company and the builder carrying out the work – to progress the claim promptly and effectively.

The crux of this dispute is whether Oakleafe was responsible for Mr B's contents being delivered to him before work had finished and he was ready to receive them. And, if so, what impact that had on him.

I've looked over the notes prior to October 2021 to see what happened.

In June 2021, drying was finished and repairs were due to begin. Oakleafe told R it estimated completion on 20 July. R agreed to extend storage until then. R chased Oakleafe for an update closer to the time. When one wasn't provided, R extended storage again.

Oakleafe then said it expected to complete repairs on 27 August. R extended storage. Again, R chased Oakleafe for an update closer to the time without a response. It contacted Mr B directly. He said work was far from finished and he was due to return from alternative accommodation in mid September. So a date of 20 September was set for storage to end and Mr B's contents to be returned to him.

On 16 September, Oakleafe got in touch with R. It said the builder had let it down, work was incomplete, and the contents couldn't be returned until 18 October. R agreed to extend storage again. It confirmed with Oakleafe the date of 18 October to return the contents. Oakleafe agreed.

Later in September, Oakleafe asked R to pay the builder's final invoice. I think this gave the impression work was complete or due to do so shortly. And in early October, Oakleafe asked

R to pay for electricity costs. At neither time did it ask R to extend storage or suggest that might be necessary.

Then on 18 October, R tried to deliver the contents to Mr B. The repairs hadn't been completed, so Mr B wouldn't accept them. Oakleafe then asked R to take the items to another storage facility that Oakleafe would organise and pay for.

Overall, I'm satisfied Oakleafe failed to communicate effectively with the relevant parties to ensure Mr B's contents were returned at a suitable time. As a result, they were delivered to him before work had finished and he was ready to receive them.

I understand Mr B's contents were left outside a storage facility at Oakleafe's request until they could be stored securely later on. Mr B says this caused damage to his items but has recently accepted he can't provide to support this. Because of this, I'm not satisfied Oakleafe's actions caused damage to Mr B's contents.

But, like our investigator, I'm satisfied Mr B was caused avoidable distress and inconvenience by what happened. It would have been alarming for him when his contents were delivered before he was ready to receive them – and for them to be left outside whilst Oakleafe made arrangements for them to be stored securely. I'm satisfied £100 compensation is reasonable in the circumstances.

### **My final decision**

I uphold this complaint.

I require Oakleafe Group Limited to pay £100 compensation\*

\*Oakleafe must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 July 2023.

James Neville  
**Ombudsman**