

The complaint

Mr B complains about the service he's received from Oakleafe Group Limited while assisting him with his home insurance claim.

What happened

In December 2022, Mr B made a home insurance claim after his property was damaged by an escape of water. In January 2023, he appointed Oakleafe loss assessors to assist him with his claim.

Mr B says he was assured repairs would be completed and he would be back in his home by the summer of 2023. However more than a year later, repairs were yet to be completed and he was still waiting for a settlement for contents that were damaged by the incident.

Mr B raised a number of concerns about Oakleafe's handling of his claim. He felt it was responsible for long delays and its communication with him had been poor.

Oakleafe issued a response to Mr B's first complaint in November 2023. It said activity on Mr B's claim was regular, diligent and in line with its own and industry standard procedures. It said in many cases it had been waiting for additional information from insurers and third parties which was beyond its control. All documents, communication and notes were available to Mr B on a portal that he had access to.

Oakleafe issued a response to Mr B's second complaint in May 2024. It said it had acted in Mr B's best interests at all times and delays had been caused by the insurer and third parties who had been heavily involved in his claim.

Mr B was unhappy with Oakleafe's responses to his complaint and asked our service to consider his concerns.

Our investigator thought there were times when Oakleafe could have done more to progress Mr B's claim and there had also been a breakdown in communication. She recommended Oakleafe pay Mr B £450 for distress and inconvenience.

Mr B didn't think this was enough to put things right. He said he felt this would be meaningless to Oakleafe and he'd have no guarantee that his claim wouldn't continue for another 12 months. He commented that it wouldn't deter Oakleafe from treating clients with such contempt and disregard again.

Mr B made a number of comments about the poor service he'd received from Oakleafe and the impact this has had on him.

As Mr B disagrees with our investigator's outcome, the complaint has been passed 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've reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Mr B has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr B I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise. In this decision I will be considering matters Mr B has complained of up until Oakleafe's final response letter of 3 May 2024.

Building reinstatement

Mr B instructed Oakleafe to represent him in his insurance claim on 30 January 2023. Oakleafe made the insurer and its loss adjuster aware of this the following day.

I can see that Oakleafe asked the insurer's loss adjuster to approve estimates for drying, strip out and contents work in mid-February 2023. The loss adjuster responded a few weeks later saying it wanted the insurer's approved contractors to provide quotations for comparison purposes.

The loss adjuster then arranged for a surveyor to visit the property and their schedule of works was shared with Oakleafe in late April. In mid-May, the loss adjuster told Oakleafe it could offer a cash settlement or arrange for its own contractors to carry out the reinstatement work once a drying certificate had been issued.

Oakleafe thought the insurer's cash settlement offer was too low, so it referred the schedule to its panel of contractors to confirm if they could price match the proposed settlement.

I can see that Mr B raised concerns about a lack of progress and communication with Oakleafe in June 2023. Oakleafe provided Mr B with a copy of the schedule of works from the insurer's loss adjuster. It told him it had been chasing its network panel to build a reinstatement schedule so it could request that the figure be raised.

Mr B asked for some amendments to the schedule, so Oakleafe passed these on to its contractor network. A couple of days later, Oakleafe forwarded the schedule of works from its network to the loss adjuster. The loss adjuster said she would arrange for it to be reviewed by one of the insurer's approved surveyors.

A joint site visit took place a couple of weeks later and the surveyor produced a schedule of repairs. This was sent to Oakleafe to price and return for validation. Oakleafe returned the priced schedule of works to the surveyor. The surveyor thought the costs submitted were too high and proposed a lower amount.

In late August 2023, Oakleafe told Mr B he had the option of accepting a cash settlement from the insurer or to have the property reinstated. It told Mr B if he would like to go down the reinstatement route, they might need to go to tender which could add a period of three or four weeks to allow time for contractors to attend.

Mr B chose to have his property reinstated so the job went through a tender process. However, the tender process took longer than Oakleafe had suggested. The insurer offered a revised settlement in November 2023 based on the lowest quote received. There were some further negotiations between Oakleafe and the insurer before a cash settlement in principle was offered in mid- December and contractors were instructed to carry out the repairs.

The works were halted in February 2024 because Oakleafe required authorisation from the insurers for a variation in the electrical work. It looks like Oakleafe received an electrical report from the contractors about a week later.

According to Oakleafe's notes, it chased the loss adjuster for approval a couple of weeks after that. But I can't see that it had previously asked her for approval, so I think it's responsible for a delay here.

The loss adjuster said the electrical report that had been provided wasn't adequate. Oakleafe provided another report about a month later, but it seems this wasn't sufficient either. So, the property was visited by another electrician who provided a further report.

The loss adjuster concluded that the required works were to rectify pre-existing issues and said she wouldn't recommend that the insurers contribute toward the quotation presented. This was challenged by Oakleafe on 2 May 2024, which was the day before Oakleafe's final response to Mr B's second complaint.

While I am unable to consider what happened beyond 3 May, I appreciate how frustrating it was for Mr B that reinstatement works were yet to be completed, around fifteen months after he'd instructed Oakleafe. However, I don't think it would be fair to hold Oakleafe entirely responsible for the length of time it took to get to that stage.

I don't think Oakleafe was responsible for delays to the claim up until the point of the insurer's first settlement offer in mid-May 2023. However, it took around eight weeks for Oakleafe to go back to the insurer's loss adjuster with the costs from its contractor network. And I think it could have done more to chase this up.

As Oakleafe and the insurer couldn't agree a settlement, the surveyor's visit was arranged to move things forward. However, costs still couldn't be agreed and as Oakleafe's network couldn't match the surveyor's price for repairs, it seems that going to tender was unavoidable.

While the tender process took longer than Oakleafe had anticipated, I can see that it was chasing for an outcome. So, I'm not persuaded it was responsible for a delay here. I haven't seen anything to suggest that Oakleafe should have anticipated the requirement for additional electrical works that resulted in the reinstatement work being halted. However, I think it delayed things moving forward by a couple of weeks because it didn't share the electrical report with the loss adjuster straight away.

Contents

Mr B has also complained about delays in progressing his contents claim, which was yet to be settled at the time of Oakleafe's response to his complaint in May 2024.

In the complaint he made to Oakleafe in October 2023, Mr B raised concerns that the contents part of his claim wasn't complete despite them being removed from his property in June 2023. Mr B was also concerned that a number of items were missing from the contents list. Oakleafe said some of the items were in the garage and the storage contractor had sent an additional page of stored items. It was suggested that some of the items had been boxed up in storage and it could arrange for a visit to check this.

I can see that Mr B said he would like to visit the storage facility but it's unclear if this took place. There is reference to photographs showing that the missing items were in boxes in an email sent to Mr B in December 2023.

I can see that Mr B provided information about carpets and rugs that needed to be replaced in October 2023. Oakleafe said it would reach out to the supplier to get a quote. But it doesn't look like Oakleafe contacted the supplier until about three weeks later. According to Oakleafe's notes, in a phone call the supplier said they didn't have the previous order information on their system. Oakleafe arranged for the supplier to attend to give a quote, but this seems to have been a few weeks after the initial call. Oakleafe doesn't appear to have asked the supplier for a quote for rugs until late January 2024. So, I think Oakleafe could have dealt with this part of the contents claim more quickly.

Oakleafe emailed the "final" BER (beyond economical repair) list to Mr B in mid-January 2024, but there was quite a lot of back and forth about this. Mr B was frustrated to be sent a number of 'final' versions of the list.

In early February 2024, Mr B asked Oakleafe to submit the BER list to the insurer. However, it doesn't look like Oakleafe presented the BER list to the insurer's loss adjuster until mid-March 2024. I can't see any reason why this might have been held back. So, I think Oakleafe was responsible for a delay here.

The loss adjuster asked for further information to validate the claim and there was some further communication between them. In April 2024, Oakleafe told Mr B the insurers had requested proof of ownership/receipts and it had asked the restoration firm who listed the contents for photos. Mr B said he would check but he didn't believe he had any receipts unless there were online transactions. As far as I can see, at the time of Oakleafe's final response letter in May the BER list was yet to be validated as the insurer required further information. There doesn't seem to have been too much progress on this from mid-March. As far as the contents aspect of Mr B's claim is concerned, I'm persuaded that Oakleafe is responsible for delays to its progress and causing Mr B some unnecessary frustration and inconvenience.

Communication and other concerns

I can see that Mr B raised concerns about poor communication with Oakleafe in June 2023. He said there had been no reply to an email he'd sent for four weeks and there was no reply to a telephone call for one week. He suggested a weekly update/review to start by telephone.

It looks like Oakleafe agreed to the weekly updates and there were some telephone calls. However, in October 2023, Mr B expressed his frustration that he'd only had two calls in five weeks.

Mr B says its primary mode of communication on Mr B's claim is via the portal and it relies on this to keep him abreast of the claim. I appreciate that it might not have been practical for Oakleafe to phone Mr B every week as he wanted. But I think Oakleafe could have done

more to manage his expectations. While I understand that Mr B had access to the portal, I think it's understandable that he'd have questions and want to discuss his case. There were times when Oakleafe didn't respond to calls and emails as quickly as it should have done. For example, I can see Mr B was emailing and calling for updates in early March 2024, but Oakleafe doesn't seem to have got back to him for almost two weeks.

In June 2023, Mr B also raised concerns that he hadn't been advised that contractors were coming to his property to disconnect white goods and they had called him from outside his house. Mr B was busy at work, so this had to be rearranged and he had to take time off to meet them.

Mr B also said that a neighbour had called him the previous day because she was concerned that there was a van on his drive with men moving boxes in and out of the house. Later that evening the neighbour told him the upstairs windows of his property were left open. Mr B says he had to drive over to secure the property and this was a three hour round trip.

I can see that Oakleafe apologised for some miscommunication here. And I've taken these issues into account when considering the overall amount of compensation Mr B should be paid.

Mr B has also complained about the actions of one of Oakleafe's claims technician who he believes has lied to him on more than one occasion. He's shared an email from the loss adjuster which says that she hadn't received anything from Oakleafe until around three months after sending it a settlement offer in December 2023. Mr B says that on 12 March 2024 the claims technician told him he was waiting for the loss adjuster to approve the BER list that had been sent several weeks before. There's a note to this effect on Oakleafe's records.

However, in the email the claims technician sent to the loss adjuster on 12 March 2024, he says: *"I present you with a copy of the BER List competed by the client. I now request that this is reviewed, and settlement proposal is presented."* This suggests that the BER list hadn't previously been sent to the loss adjuster.

So, it does appear that Oakleafe provided Mr B with inaccurate information here, regardless of whether or not it deliberately intended to mislead him.

Mr B has also commented that Oakleafe told him that if he contacted the Financial Ombudsman Service, it would delay things further. I can see that Oakleafe's complaint handler said this in an email sent to Mr B in December 2023. She said it may need to suspend works pending the outcome of the investigation.

It's disappointing that Oakleafe appears to have attempted to discouraged Mr B from bringing his complaint to our service. This shouldn't have had any impact on the progress of the claim.

While I've not gone into detail about every concern Mr B has raised, I think it's clear there have been occasions where Oakleafe's communication with Mr B has been poor. Having said that, I can see that Oakleafe also updated Mr B a number of times by phone and by email and there was also information available to him on its portal. So, while I think Oakleafe's communication with Mr B could have been better, I think that for the most part it did keep him informed about what was going on.

In conclusion

As far as I'm aware Mr B's claim is still ongoing. Mr B says he was told his claim would take around six months to conclude, so I can appreciate his frustration and distress that it's taking so much longer.

Mr B has commented that the £450 compensation award our investigator recommended is insignificant to him and meaningless to Oakleafe. I appreciate he feels that £450 isn't likely to have an impact on how quickly his claim is moved forward. But as explained, it isn't our role to manage his claim. Nor is it the Financial Ombudsman Service's role to fine or punish a business. I can only consider the impact of any service failings on Mr B for the period I'm considering in this decision and award appropriate compensation.

Mr B has also commented that if his hourly business rate was £100 per hour, he'd only be compensated for 4.5 hours of his time. He says that on the conservative side, he spent at least half an hour a week chasing Oakleafe to find out what was going on with all elements of his claim. I acknowledge Mr B's feelings here, but we wouldn't calculate compensation for inconvenience at a consumer's professional hourly rate for a case that's been brought in their personal capacity. We wouldn't consider that one person's free time is worth more than another's.

I appreciate it's taken a long time for his claim to progress, and Mr B has been out of his home for far longer than he expected. But, for the period I'm considering here, I think much of this was beyond Oakleafe's control.

I think that part of the reason it's taken so long is the involvement of so many parties. Oakleafe's role was to negotiate a fair settlement for Mr B, but everything needed to be validated and agreed by the insurer. The involvement of a number of third parties such as the loss adjuster, surveyors and contractors was required as part of this process.

I am persuaded that Oakleafe is responsible for some delay to the progress of Mr B's claim, and I've also explained why I think its communication with Mr B could have been better. However, the £450 our investigator has recommended Oakleafe pay Mr B is in the range of what our service would typically award where the impact of a business's mistakes have caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. So, while I appreciate my answer will be disappointing for Mr B, I think £450 reasonably recognises the impact of Oakleafe's service failings for the period I'm considering here.

Putting things right

Oakleafe should pay Mr B £450 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr B's complaint and direct Oakleafe Group Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 31 October 2024.

Anne Muscroft
Ombudsman