

The complaint

Mr B complains about the level of service received from Oakleafe Group Limited while assisting him with a buildings insurance claim.

What happened

The details of this complaint are well-known to the parties, so I won't repeat them again here. Instead, I'll focus on giving the reasons for my 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.

There is substantial correspondence for this ongoing claim and subsequent complaint. I have read it all. Our rules allow me to focus on what I consider are the key issues, and to address those issues in the manner I consider appropriate.

Further, Mr B will likely be disappointed with this final decision as I don't intend to go into the level of detail which has been commonplace so far. Nor do I intend to respond to each point that's been raised. That isn't meant as a discourtesy – it simply reflects the informal nature of our Service.

It is important I set out the scope of this decision. Our Service considered a previous complaint for Mr B about Oakleafe. A colleague issued a final decision on matters relating to the service provided to Mr B by Oakleafe over a period up to its final response letter of 3 May 2024.

Mr B sent Oakleafe a subsequent letter of complaint on 25 October 2024. Within this, I note he referred to matters related to the subject matter of the previous complaint. As a colleague has already issued a decision on these matters, it is not appropriate for me to consider them again. The scope of my decision focuses on the level of service provided to Mr B by Oakleafe between May and 9 December 2024 – when it issued its final response to Mr B.

Mr B held buildings insurance with an insurer. He raised an escape of water claim in December 2022, and appointed Oakleafe to assist him with the claim. Mr B complains, in summary, that since May 2024, Oakleafe caused avoidable delays and communicated poorly, and that this has caused him considerable distress and disruption to daily life. He asks for fair compensation.

An Investigator considered Oakleafe's overall service provided to Mr B while assisting him with this claim over the period I set out above. She did a detailed review of what happened. She concluded, in brief, while she acknowledged Mr B's ongoing frustration, she wasn't satisfied Oakleafe were responsible for avoidable delays or poor communication, and that, it assisted Mr B in this claim fairly and reasonably overall.

I find the Investigator's explanation of what's happened to be accurate, and I've reached the

same overall conclusions, for the same reasons. I acknowledge this claim has been running for a considerable period, and beyond all parties' expectations. And I also acknowledge the distress and disruption Mr B has experienced. But I find Oakleafe were reasonably active and appropriately engaged in its role in assisting Mr B in the administration of this claim under the contract of insurance between him and his insurer between May and December 2024. It follows I don't find it would be fair and reasonable to require Oakleafe to pay Mr B compensation.

Mr B has provided further correspondence from Oakleafe, and his insurer, from early-2025 onwards regarding the progress of repairs. These matters fall outside the scope of this decision and would form the basis of a new complaint. Should Mr B be dissatisfied with these ongoing matters, he will need to raise a complaint to Oakleafe and/or his insurer in the first instance.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 May 2025.

Liam Hickey
Ombudsman