

## **The complaint**

Mr and Mrs B complain about the service they received from Oakleafe Group Limited ('Oakleafe') in respect of a claim for storm damage they were assisting with.

## **What happened**

Mr and Mrs B instructed Oakleafe to handle a claim they made to their insurers for water ingress caused by storm damage. Mr and Mrs B initially instructed Oakleafe in February 2024 but said they caused delays in concluding the claim – which was eventually resolved in December 2024. Mr and Mrs B said there were repeated communication issues, poor contractor coordination, and a general lack of case ownership. And they said they felt unsupported and were often left to chase progress at key stages in the claim. Unhappy with how Oakleafe handled the claim; they raised a complaint.

Oakleafe responded to the complaint with a final response letter in February 2025, but said they felt the claim had been handled diligently, and in line with both their internal standards and industry-standard procedures. They said delays were caused by insurers or third parties, which were beyond Oakleafe's control. Mr and Mrs B remained unhappy with the response to their complaint – so, they brought it to this Service.

An Investigator looked at what had happened and recommended that the complaint be upheld. She said she was satisfied there were avoidable delays in progressing the claim that Oakleafe should have taken reasonable steps to avoid. The Investigator concluded that Oakleafe should pay £500 compensation to reflect their poor handling of the claim and the impact caused to Mr and Mrs B.

Oakleafe didn't provide a response to the Investigator's recommended outcome or provide any further information to consider. So, it's been passed to me in order to issue a final 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.

Having done so, I've reached the same overall outcome as the Investigator, and I uphold this complaint.

I should first set out that I acknowledge I've summarised Mr and Mrs B's complaint in a lot less detail than they've submitted it. No discourtesy is intended by this; it simply reflects the informal nature of this Service. This means I only intend to comment on the points of the complaint that I consider to be relevant in order to reach a fair and reasonable conclusion overall. However, I want to assure the parties that I have read and considered everything provided.

The main points of this complaint relate to the delays in getting the works completed, so I've looked at the overall timeline of the claim to consider what happened – and whether Oakleafe caused any unreasonable delays.

I think it's clear from the claim timeline and associated correspondence that Oakleafe did not manage this claim in a way that I would consider to be reasonable. The inspection and scoping stages of the claim were delayed, and there was no effective plan to coordinate the reinstatement once damage had been identified. Updates on progress were made but not kept, and contractors failed to attend on several occasions without Oakleafe stepping in to escalate or offer alternatives. I think these are clear instances of Oakleafe failing to meet their duties under both the Insurance Conduct of Business Sourcebook ('ICOBS'), as well as the requirements to provide appropriate support to consumers during the life of their claim under the FCA's Consumer Duty.

I can see in Oakleafe's final response to the complaint they said they could only respond to and comment on matters relating to their own conduct or performance in managing the claim. And they say any complaints around building related queries or complaints to the contractors should be raised to them directly via their internal complaints procedure. But I don't consider this to be a fair response to Mr and Mrs B's concerns - and I don't think this reply relieves Oakleafe of their professional responsibilities.

I think it's clear that Oakleafe maintained a certain level of involvement and control over the claim process, so I think it would be fair and reasonable for Oakleafe to take some of the responsibility for any delays that were caused by the contractors. And I think Oakleafe could have been more proactive in liaising with the appointed contractors to ensure there weren't extended or avoidable delays in resolving the claim. I think this is evidenced by delays early on in the claim which meant meaningful work did not begin till very late in the year, which left Mr and Mrs B with little choice but to accept a cash settlement as the only way to ensure repairs were completed before Christmas.

I also think there are examples of where Oakleafe's communication fell short while dealing with the claim. I think Mr and Mrs B were not consistently or accurately updated, sometimes being misinformed about contractor availability. The handover process when different assessors took over the claim was also poorly managed, and no practical guidance was provided to Mr and Mrs B on how to protect their property while ongoing delays were occurring. While I acknowledge that any building claim will be naturally stressful, I think Oakleafe's handling of the claim added to Mr and Mrs B's frustration and uncertainty over and above what I would consider to be acceptable during a normal claim process.

It follows that, having considered the claim history and progress, I think Mr and Mrs B were caused additional distress and inconvenience which Oakleafe should pay compensation to account for. I can see the investigator recommended a sum of £500 to reflect the impact of Oakleafe's actions. So, I need to decide whether I think that's enough compensation to reflect the impact of Oakleafe's actions. Having carefully considered the claim history, Mr and Mrs B's testimony, as well as the overall period, I agree that £500 compensation is a fair and reasonable award of compensation. I think this sum is in line with similar awards this Service would make, and I'm persuaded it produces a fair and reasonable conclusion to this particular complaint.

### **My final decision**

For the reasons I've given above, my final decision is that I uphold this complaint. I direct Oakleafe Group Limited to:

- Pay £500 compensation for the additional distress and inconvenience their actions

caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 8 October 2025.

Stephen Howard  
**Ombudsman**