

The complaint

Mrs B has complained that Oakleafe Group Limited (“Oakleafe”) provided a poor service when she appointed it to assist her with a home insurance claim.

What happened

In 2022, Mrs B made a claim to her insurer following storm damage which caused a flood at an unoccupied property she owns. Mrs B appointed Oakleafe to assist her with the claim to her insurer.

Oakleafe introduced Mrs B to a contractor network and an interim payment was made by the insurer in mid-2023. However, by the end of 2024, reinstatement work had still not been completed, and Mrs B found that there were numerous problems with the work carried out. So she made a complaint. She said Oakleafe was responsible for the delays, poor communication and poor project management of the claim.

In its response, Oakleafe said issues with the building work should be dealt with by the contractors who carried out the work, and that its activity on her claim had been regular, diligent and in line with industry-standard procedures. But Mrs B didn’t agree. She said Oakleafe’s assessors hadn’t attended meetings or inspected the works to ensure they were of a good standard, nor had they questioned the numerous delays in reinstatement of the property. Mrs B therefore referred her complaint to this service.

Our Investigator considered the complaint and recommended Oakleafe pay compensation to Mrs B and take steps to get things back on track for her. Oakleafe didn’t accept our Investigator’s opinion, saying it wasn’t responsible for some aspects of the complaint, so the matter has come to me for an Ombudsman’s 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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mrs B and Oakleafe have provided. Instead, I’ve focused on those I consider to be central to the key issues in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m upholding this complaint. I’ll explain why.

It’s important for me to first clarify our jurisdiction to consider complaints about loss assessors in the context of Mrs B’s claim. When the issues Mrs B has complained of occurred, Oakleafe was representing Mrs B in relation to her claim with her insurer, and the insurer had yet to fully settle or close the claim at the relevant time. This means Oakleafe was carrying out the regulated activity of *“assisting in the administration and performance of a contract of insurance”*.

I’ve considered the information Oakleafe sent to Mrs B in March 2022, which said:

“You have the option of utilising our complete range of services provided by the contractor network including (but not limited to) Surveyors, Restoration & Buildings contractors, Drying and Decontamination services etc. If you elect to use any of these for a particular element of the claim then no claims handling fee will be applicable as these entities pay us a management fee for using their services. Any claim that uses the full suite of our network services as part of the buildings insurance claim will result in your claim being managed for free. If however you wish to elect your own preferred contractor/professional service or decide to opt for a cash settlement then the fee listed below against Cash/Indemnity settlements will apply against their costs”.

It further stated *“Oakleafe will now be handling all communications, negotiations and payments relating to your claim”*. I don't therefore consider it fair or reasonable in the specific circumstances of Mrs B's complaint, for Oakleafe to say it wasn't responsible for the issues complained about, when Mrs B has raised concerns about the communication during the claim, and the progress of it.

The terms outlined in its letter of engagement clearly state it is responsible for all communication and payments, which I can see it did assist Mrs B with during her claim. Oakleafe has referred to the terms and conditions of engagement, which say:

“It may be necessary to require the services of other specialists to assist with supporting the claim(s) such as forensic scientists, surveyors, contractors, solicitors etc. You are at liberty to instruct each separately. In this event such specialists will at all times be your agent and not our agent whether introduced or not by us. We accept no liability for any negligent errors or omissions of these specialists”.

Whilst I accept the above term clearly states that Oakleafe doesn't accept responsibility for any issues arising from the appointment of contractors instructed directly by Mrs B – even if those contractors were introduced by Oakleafe, I'm not persuaded that it's fair for Oakleafe to rely on this term in Mrs B's case. I say this because it's apparent from the evidence provided in this case that Oakleafe had a certain level of involvement in matters relating to the contractors, as it introduced them to Mrs B and it paid for them. In the circumstances therefore, I consider it fair for Oakleafe to take some of the responsibility for the delays that were caused by the contractors – as there were certainly times where Oakleafe could've been more proactive in chasing the contractors and ensuring there weren't any avoidable delays.

For example, there was an excessive delay of around 8 months in total, from August 2023 to April 2024 when it doesn't appear as though there was much progress, despite the fact that insurer funds had been made available. In the circumstances, it would've been reasonable to expect Oakleafe to question those delays if things weren't progressing as they should've been – as it was still instructed to assist Mrs B at that time. Oakleafe denies that it had any sort of managerial role in the contractors' appointment, instruction, or performance. But it accepts its role was to assess Mrs B's losses and support the claims process more generally. It's also accepted it remained in an advisory role – so whilst it says its role has been misunderstood, I'm also persuaded that it would've been easy for Mrs B to misunderstand Oakleafe's role, and that there was some confusion about it as this hadn't been made clear to her. Bearing in mind her vulnerabilities, I think Oakleafe could've done more to help Mrs B understand its role, to clarify who was responsible for what from the outset, and to provide her with guidance and information on what to do if things weren't going to plan. I can't see that Oakleafe did this.

I can see from the detailed claim notes provided that Oakleafe did carry out considerable work to help Mrs B with the claim. However, the delays that I consider to have been avoidable did impact Mrs B, as she's explained. And as an already vulnerable customer,

Oakleafe should've been more proactive in ensuring works were progressing – particularly as Mrs B was at one point grieving – even if it didn't feel it was strictly its duty to do so.

Whilst Oakleafe has said the claim was settled and its involvement (and therefore its regulated activity) ended before any reinstatement works were conducted by third parties, it was Oakleafe that introduced the contractor network to Mrs B, and Oakleafe that had a greater oversight of the claim than Mrs B did. I consider it to have been unfair for Oakleafe not to step in when there was an 8-month delay, to help a vulnerable consumer. It could've and should've asked the relevant questions at the time to enable things to move forward for Mrs B. It also didn't keep Mrs B adequately informed of developments and progress. I say this because the evidence shows Mrs B had to chase for updates repeatedly herself.

In terms of Mrs B's contents, I do consider that the condition of some of these would've worsened due to the extended delays, so I'm going to require Oakleafe to assess any evidence Mrs B provides of damaged or contaminated contents and to pay Mrs B 50% of the value of these, as I'm aware some items were damaged due to the actions of the insurer's contractor – which Oakleafe isn't responsible for.

I'm satisfied therefore overall, that Mrs B has been caused distress and inconvenience for which she should be compensated. I consider a reasonable level of compensation in the circumstances to be £750, as this amount reflects the fact that Oakleafe's actions in not effectively managing the claim impacted Mrs B and caused her heightened stress for several months, whilst she was already a vulnerable customer.

I've considered all the other points made by Oakleafe, including its reference to the Federation of Master Builders and a potential complaint Mrs B could make to them. But it's up to Mrs B to take this action if she feels it is necessary. And whilst I appreciate that Oakleafe has said it doesn't undertake or oversee any repair works, I'm satisfied that in the specific circumstances of this complaint – and particularly due to Mrs B's vulnerabilities – it could've done more to ensure the claim progressed smoothly and that Mrs B fully understood its role and her contract with it, in line with Principle 12 and PRIN 2A.5.8 of the Consumer Duty.

Putting things right

Oakleafe Group Limited should:

- Pay Mrs B £750 for the distress and inconvenience caused.
- Arrange for the rest of the reinstatement works to be carried out without undue delay and at no extra cost to Mrs B.
- Pay Mrs B 50% of the value of any of the items that were stored during the claim which she can no longer use due to the delays, subject to further evidence from Mrs B as to their condition.
- Provide Mrs B with written confirmation of which works remain outstanding, an estimated timeline for their completion and the details of a contact who will be overseeing matters until their conclusion.

My final decision

My final decision is that I uphold this complaint and I direct Oakleafe Group Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 September 2025.

Ifrah Malik
Ombudsman