

The complaint

Mr U and Ms S complain about how much they've been charged by The Claims Consultancy (London) Limited (TCC).

What happened

The events are well known to both parties and so I won't go into them in detail here.

In summary, Mr U and Ms S suffered an escape of water in June 2022. They hired TCC as a loss assessor to help manage the claim. When receiving the bill, Mr U and Ms S were unhappy with everything that had been included. They raised a complaint, but TCC didn't uphold it as they didn't think they'd done anything wrong. As Mr U and Ms S were still unhappy, they brought the complaint to this service.

Our investigator didn't uphold Mr U and Ms S's complaint. He didn't think TCC had done anything wrong with what they'd charged. Mr U and Ms S appealed. They thought our investigator had misunderstood their complaint. As no agreement could be reached, the complaint has been passed to me to make 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.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr U and Ms S has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

In response to our investigator's outcome, Mr U and Ms S stated that their complaint rested on three core issues, so I'll focus on these in this decision. They set out that these were as follows:

- TCC haven't acted transparently or communicated in line with regulatory expectations
- It's unethical and misleading to apply 7.5% commission to personal out-of-living expenses which were funded by themselves and never clearly disclosed as chargeable.
- Aggressive and unprofessional manner in which TCC pursued the remaining amount owed

I've considered each of the above points and have set out my findings below. I've separated

the points for clarity.

TCC haven't acted transparently or communicated in line with regulatory expectations

Mr U and Ms S have accepted that they signed a mandate employing TCC. However, they've said this was during a time when they were under significant stress and time pressure. They've also said they don't think the terms were clear, in particular, the use of the word expenses.

Looking at the mandate that Mr U and Ms S signed to employ the services of TCC, it sets out the following:

"I understand that The Claims Consultancy fees shall equal 10% of the adjusted loss agreed with insurers including all expenses."

Having considered the above, I think the mandate is clear. It sets out that the fee covers the loss agreed with the insurer and it includes "all" expenses. This confirms that everything is covered. Mr U and Ms S would have been able to ask TCC if they had any questions if they were unclear about any charges before agreeing to the mandate. I appreciate Mr U and Ms S were under stress and pressure at the time, but I don't agree TCC haven't acted transparently or communicated in line with regulatory expectations.

It's unethical and misleading to apply 7.5% commission to personal out-of-living expenses which were funded by themselves and never clearly disclosed as chargeable.

Mr U and Ms S have said that TCC had minimal or no involvement in sorting or management of their alternative accommodation. They state that in relation to their hotel accommodation, they TCC only forwarded on invoices to the insurer. In relation to their rental property, they state that TCC only helped to increase the allowance budget.

Whilst I can understand why Mr U and Ms S are unhappy with how much they've been charged for the alternative accommodation, I don't think TCC have acted unreasonably. Mr U and Ms S signed a contract with TCC. The contract allows TCC to charge Mr U and Ms S 10% of the loss agreed with the insurer including all expenses. TCC have agreed to reduce the fee by 2.5% which they didn't have to do under the contract.

Mr U and Ms S have said the fee includes personal out-of-living expenses which they funded. Most insurers will pay a disturbance allowance for additional costs incurred in not being able to live and/or cook in your own property. This forms part of the loss agreed with the insurers. Whilst Mr U and Ms S might have covered these costs initially, they will have been reimbursed, at least in part, by their insurer. I've not seen any evidence that TCC has charged Mr U and Ms S for anything outside of the loss agreed and covered by the insurers.

Aggressive and unprofessional manner in which TCC pursued the remaining amount owed

As a service, we're only able to look into complaint points raised by consumers with the business as a complaint first. Based on what I've seen, this isn't a point that was included in their original complaint with TCC nor has it been raised as a complaint subsequently since.

As such, I'm not able to consider the merits of this complaint point in this decision. If Mr U and Ms S remain unhappy with how TCC pursued the outstanding balance, they'll be able to raise this as a complaint with TCC and can then bring it to this service should they remain unhappy.

I'm very sorry that my decision doesn't bring Mr U and Ms S more welcome news at what I can see is a difficult time for them. But in all the circumstances I don't find that TCC has treated Mr U and Ms S unfairly, unreasonably, or contrary to the contract in what they've charged.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require The Claims Consultancy (London) Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S and Mr U to accept or reject my decision before 16 October 2025.

Anthony Mullins
Ombudsman