

## **The complaint**

Mr and Mrs F complain about the service provided by Oakleafe Group Ltd in its role as a loss assessor for a claim they made under their home insurance policy.

## **What happened**

In 2022, Mr and Mrs F's property was damaged by a fire in a neighbouring property. They made a claim to their home insurer, and appointed Oakleafe to act as their loss assessor.

In 2025, Mr and Mrs F complained to Oakleafe about its handling of the claim. They thought Oakleafe had provided them with a poor service, and they were particularly unhappy with the contractor.

Oakleafe issued a final response to the complaint on 26 May 2025. It said that no misinformation was given to Mr and Mrs F during the onboarding process and thought the claim had been managed to a high professional standard. It explained it couldn't intervene with any complaints regarding the contractor's workmanship.

Mr and Mrs F were unhappy with Oakleafe's response and brought a complaint to this service.

We asked Oakleafe for its file papers a number of times, but this wasn't provided. Our investigator therefore issued her findings based on the information she'd received from Mr and Mrs F and the home insurer. She recommended the complaint should be upheld and that Oakleafe pay Mr and Mrs F £1,500 compensation for the poor service provided. I understand Oakleafe then did so.

Oakleafe then sent our investigator its file papers. After considering the new information, our investigator didn't change her findings.

Mr and Mrs F have asked for an ombudsman's decision and so the matter has been passed to me to consider.

## **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.

In considering this complaint, I've taken account of relevant law and regulations, regulators' rules, guidance and standards, codes of practice and what I consider good industry practice.

As Oakleafe is a loss assessor, not everything it does is a regulated activity under the rules that apply to this service which allow us to consider complaints. The relevant regulated activity here is 'assisting in the administration and performance of a contract of insurance'. Oakleafe did this until the insurer settled the claim, which means we can consider Oakleafe's actions up to the date the claim was settled in full by the insurer. Oakleafe has confirmed the insurer made the last payment on 6 June 2025. Oakleafe issued its final response on the

complaint in May 2025, so I'm satisfied I can consider what happened up to the date of its final response.

When Mr and Mrs F appointed Oakleafe they signed an instruction mandate. This confirmed that Oakleafe would do the following:

*'To prepare, negotiate, administer all payments and communications relating to insurance and third-party claims for loss or damage caused by fire/water.'*

Mr and Mrs F also signed a terms of business agreement. This said:

*'It may be necessary to require the services of other specialists to assist with supporting the claims(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.'*

Oakleafe says the repairs were led by the surveyor from the start and were project managed by him. As such, it says the surveyor had legal responsibility for the site activity and as Mr and Mrs F appointed the surveyor directly, this falls outside of Oakleafe's obligations and responsibilities.

However, I see that when Mr and Mrs F appointed Oakleafe, they were told they had the option of utilising Oakleafe's complete range of services provided by Oakleafe's contractor network, which included surveyors, and building contractors. Oakleafe also told Mr and Mrs F it would be handling all communications, negotiations and payments relating to the claim.

Oakleafe later told Mr and Mrs F it would be instructing an independent surveyor to attend site and to schedule the required repairs. It then instructed the surveyor on behalf of Mr and Mrs F. The surveyor then put the repairs out to tender and selected a contractor (that I'll call N) to do the work. I understand that N was part of Oakleafe's contractor network.

Although the terms of business agreement confirms that Oakleafe wouldn't accept responsibility for errors made by specialists it introduced to Mr and Mrs F, I don't think this was clear from Oakleafe's communications with Mr and Mrs F. It's apparent from Oakleafe's claims file that Mr and Mrs F misunderstood Oakleafe's role and thought it was responsible for the actions of N.

I therefore agree with our investigator that Oakleafe failed to be transparent with Mr and Mrs F about its role. It ought to have confirmed from the outset which party was responsible for what, including what needed to happen if things went wrong.

Turning to the claim itself, in the initial stages, I think Oakleafe did handle things well and assisted Mr and Mrs F with their claim as I'd expect. Oakleafe and the surveyor were in regular correspondence with the home insurer's loss adjuster to try and move the claim forward. Oakleafe attended site meetings and got involved when there were delays, as well as water ingress at the property. It also dealt with issues that arose with the restoration company and negotiated a settlement for items that were beyond economic repair.

The problems started later when the repairs were being carried out. Mr and Mrs F experienced various problems with N and their subcontractors. Repairs were delayed with little communication, workers were leaving site due to not being paid, and a subcontractor suspended work at one point due to a lack of clarification on work needed from N. I also understand that some unnecessary work was carried out, and one subcontractor threatened

to remove goods from the premises if they weren't paid. Mr and Mrs F were also frustrated when there were no workmen on site for several days at a crucial time of the claim, and they weren't receiving updates from N. When Oakleafe became aware of these issues, it did try and help. Though its efforts were met with some resistance from N, due to Oakleafe not being their customer.

It's apparent that Mr and Mrs F were extremely anxious about the repairs by that point, which is understandable given their alternative accommodation was coming to an end as they'd exhausted their insurance policy limit for this. As Oakleafe hadn't been clear with Mr and Mrs F about its role and responsibilities in the claim, I think this caused them unnecessary confusion at what was already a highly stressful time for them. I think if Oakleafe had been clear with Mr and Mrs F from the outset that it would not be overseeing the repairs and had no authority over N or the other contractors, this would have prevented much of the confusion and frustration that they later experienced.

There were then issues caused by Oakleafe itself. Payments were delayed and Mr and Mrs F often had to chase Oakleafe for these. Then payments were made to them, but they didn't know what these related to. I also see that Mr and Mrs F had to keep chasing Oakleafe for payments relating to utility bills and the removal of pigeon excrement from the roof. There was also a four-month period of no communication from Oakleafe, despite this being at a crucial part of the claim.

I think all of this caused Mr and Mrs F a great deal of unnecessary frustration and confusion.

Taking everything into account, I think the £1,500 compensation recommended by our investigator is fair. I think this fits the category of distress and inconvenience we describe on our website as *'An award of over £750 and up to around £1,500 could be fair where the impact of a business's mistake has caused substantial distress, upset and worry...'*

### **My final decision**

My final decision is that I uphold this complaint. I require Oakleafe Group Limited to pay Mr and Mrs F £1,500 compensation if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 25 March 2026.

Chantelle Hurn-Ryan  
**Ombudsman**