

The complaint

Mr and Mrs C complain about the service provided by Oakleafe Group Limited after they instructed it to assist them with a claim they made under their home insurance policy.

As most of the communication regarding the claim and complaint has been from Mr C, I'll refer mainly to him in my decision.

What happened

In early 2023, Mr and Mrs C engaged the services of Oakleafe to assist them with their home insurance claim after their property was damaged by an escape of water. The insurer settled Mr and Mrs C's buildings and contents claim in September 2024.

Mr C made a complaint about the service he'd received from Oakleafe. He didn't think he should have to pay Oakleafe's fee for dealing with the contents part of his claim. He was also unhappy it had taken more for the buildings part than he'd agreed.

Oakleafe said it had dealt with Mr C's claim professionally and its communication had been clear and consistent throughout. It said the use of its expert service had resulted in a significantly improved building settlement amount from the initial offer from Mr C's insurer. The strategic approach to his contents claim also ensured the claim was approved without contention.

Mr C remained unhappy and referred his complaint to the Financial Ombudsman Service.

I issued a provisional decision on 4 February 2026, where I explained why I intended to uphold Mr and Mrs C's complaint. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold Mr and Mrs C's complaint. I'll explain why.

I've considered everything Mr C has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr C I've read and considered everything he's sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Jurisdiction

It's important for me to firstly clarify our jurisdiction to consider complaints about loss assessors in the context of Mr C's claim. The rules that apply to our service only allow us to consider complaints about certain activities. Oakleafe is a loss assessor, rather than an insurer. Not everything it does is an 'insurance activity'.

When the issues Mr C has complained of occurred, Oakleafe was representing him in relation to his claim with his insurer, and the insurer had yet to fully settle or close the claim. This means Oakleafe was carrying out the regulated activity of “assisting in the administration and performance of a contract of insurance”.

In his outcome to Mr C’s complaint, our investigator said he couldn’t consider Mr C’s points regarding a settlement being paid late to contractors because it was outside of our jurisdiction. However, the delayed payments Mr C has referred to happened while the claim was still ongoing. So, I’m satisfied I can consider Mr C’s concerns about late payments in my decision.

Some of the concerns Mr C raised are to do with the information Oakleafe presented to him when he agreed to use its service. He says he didn’t receive the service he was promised in Oakleafe’s leaflet. When Oakleafe entered the agreement with Mr C it was carrying out the regulated activity of ‘agreeing to carry on a regulated activity’. This means I can also consider what happened when the agreement was sold to Mr C.

Fees

When Mr C engaged Oakleafe’s services in January 2023 he signed a mandate instructing Oakleafe to “prepare, negotiate, administer all payments and communications relating to insurance and third-party claims for loss or damage caused by escape of water” that occurred at his home in December 2022.

The terms of engagement were for Oakleafe to act on Mr C’s behalf “in connection with (his) claim including advising (him), preparing (his) claim(s) and negotiating on (his) behalf with (his) insurers and/or third parties where applicable.”

In return Mr C agreed to pay Oakleafe a fee of 8% on his buildings’ settlement and 5% on his contents’ settlement.

Mr C has complained about the fees he’s been charged. He said he only agreed to pay the amount quoted to his son in a call on 10 September 2024 for the buildings part of his claim. He was unhappy that the invoice was almost £900 higher. However, I can see there were further negotiations with the insurer following Oakleafe’s conversation with Mr C’s son that resulted in a higher cash settlement. I’m satisfied that the fee Mr C was charged for the buildings’ part of his claim is in line with what was agreed to in his contract with Oakleafe.

I understand Mr C is unhappy that Oakleafe wouldn’t agree to waive its fee for the contents part of the claim. I’m satisfied that Oakleafe was entitled to charge Mr C its fee for the contents settlement it negotiated with the insurer in line with the terms of engagement. However, I have considered Mr C’s concerns about poor service in relation to the handling of his contents claim later on in my decision.

Alternative accommodation and storage

Mr C says he was frustrated that he had to find his own temporary accommodation and arrange storage of his undamaged contents. It looks like the insurer appointed an agent to assist Mr C with his alternative accommodation. It seems there was some difficulty finding suitable accommodation for Mr and Mrs C as their property was in a rural location and they also had dogs. Oakleafe put forward Mr C’s request to cover the cost of a static caravan. However, Mr C later decided to move into rented accommodation which he found himself. The rent was covered by the insurer with Oakleafe negotiating an additional amount for future costs as part of the buildings’ settlement.

I think Oakleafe did what it might reasonably be expected to do under the terms of the agreement with Mr C. However, Mr C has provided a copy of Oakleafe's leaflet which says Oakleafe will "Arrange Alternative Accommodation including pets". So, I think Mr C was understandably frustrated when this didn't happen.

I can see that Oakleafe advised Mr C that it would need to get approval from the insurer before it could make arrangements for his undamaged contents to be put into storage and this would take some time. The Oakleafe representative suggested that if Mr C was able to take these items away from the property himself it would save time and stop the prospect of them suffering further damage from the moisture. I don't think Oakleafe's advice regarding the storage of contents was unreasonable. However, Oakleafe's leaflet says: "You will have your own dedicated Claims Assessor who will take away the stress and manage the entire process from start to finish." So, I don't think Mr C would have expected to organise storage of the items himself.

Contents claim

Oakleafe's leaflet says it will "catalogue, photograph and present your contents claim to Insurers". It sets out the process for a contents claim as follows:

"Triage Cleaning and Restoration – Take an Inventory of Contents – List Cost for Replacement Items – Submit Detailed Claim – Agree Settlement"

Mr C says most of the hard work on the presentation for the contents claim was done by him and Mrs C with the help of their adult children. He says this was not only tedious, but it was made more difficult because the supplier brought in by Oakleafe failed to properly catalogue, record and photograph the damaged goods. He's also raised concerns about the length of time it took for Oakleafe to present his contents claim to the insurer.

Oakleafe says its strategic approach to Mr C's contents claim ensured it was approved without contention.

I can see that Oakleafe arranged for a contractor to visit Mr C's property to establish which contents were BER (beyond economical repair) and take photographs. Mr C was sent a BER list which was returned to Oakleafe in August 2023. However, the final contents list wasn't sent to the insurer until around a year later. The insurer accepted most of the amounts claimed for the contents items. However, there was quite a bit of back and forth between Mr C and his family, Oakleafe and the contractor before the list was submitted to the insurer.

I'm satisfied that Oakleafe helped prepare and negotiate the claim for Mr C as the terms of engagement required it to. However, the wording of the leaflet suggested that all the work to present the contents to the insurer would be handled by Oakleafe. So, I can understand his frustration that a lot of the work on the claim had to be done by him and his family. I also think the contents claim could have been submitted much sooner if Oakleafe had been more proactive.

Payment delays

Mr C complained that Oakleafe was slow to refund money owing to him. He gave an example of an amount of over £3,000 which was paid to Oakleafe in May 2024 but not paid over to him for almost a month. I can see from Oakleafe's notes that an internal message was sent by the claims technician on 6 June 2024 querying payments the insurer said they'd

made on 15 May. The response was that the amount had been received into the client account as per her payment request. So, it does look like Oakleafe had the payment for a few weeks before passing it on to Mr C.

One of Mr C's complaint points was that the builders who carried out the strip out works contacted him and asked him to personally pay the amounts owed to them. I understand the smaller invoice had been paid to Mr C by Oakleafe in error. But the larger invoice was still awaiting approval from the insurer.

I can see that Oakleafe submitted the invoice to the insurer's loss adjusters in July 2023, but the payment wasn't approved for around four months, despite Oakleafe chasing for this. It looks like Oakleafe received the money in November 2023 and this was then passed on to the builder.

The builder told Mr C a director from Oakleafe had said he was legally responsible for the payment of all invoices in an email. I don't have anything to show me exactly what Oakleafe might have said to the builder about this. But Oakleafe says the services of the contractors were engaged by Mr C rather than Oakleafe. It's referred to its terms of engagement which says specialists (including contractors) "will at all times be your agent and not our agent whether introduced or not by us". So, I think it's likely the builder was appointed by Mr C which meant he was legally responsible for the invoices.

I understand it was a worry for Mr C to receive the email from the builder. But I can see that Oakleafe's claim technician contacted the insurer's loss adjuster and the builder to try to resolve the issue. Mr C returned the amount it had paid him in error so the builder could be paid the smaller invoice.

I don't think it would be fair to hold Oakleafe responsible for the delay in the builder receiving payment for the larger invoice. However, I have considered the impact of the payment error and the payment delay on Mr C in the overall amount of compensation I think Oakleafe should pay Mr C to put things right.

Other concerns

Mr C says Oakleafe's claim technician implied he could claim for loss of use of his electric car charger and income from solar panels by telling him she'd drafted his claim for these. He's also commented that it was naïve of her to ask the insurer for VAT on the cash settlement.

I appreciate it was disappointing for Mr C that the insurer wouldn't agree to cover these items. While Oakleafe could possibly have done more to manage Mr C's expectations here, I don't think it was wrong for it to try to negotiate payment for these on his behalf.

Mr C has also raised concerns about a delay in Oakleafe referring his complaint about the insurer to the Financial Ombudsman Service. I can see that Oakleafe referred Mr C's complaint about the insurer to our service in April 2024. We weren't able to consider all of his concerns because some of them had been raised out of time. It's unclear why these weren't brought to us sooner. However, the terms of engagement don't say Oakleafe is responsible for referring complaints to the Financial Ombudsman Service. And there wasn't anything preventing Mr C from bringing his complaint to us himself. So, I don't think it would be fair to hold Oakleafe entirely responsible for this.

Distress and inconvenience

I understand Mr and Mrs C experienced a difficult and lengthy claim journey, which was no doubt distressing for them. However, this was a high value and complex claim with delays that were mostly outside of Oakleafe's control.

For the most part, I think Oakleafe dealt with Mr and Mrs C's claim reasonably, in line with the terms of engagement. However, I don't think it clearly communicated its role to Mr and Mrs C which meant their expectations weren't properly managed. This resulted in some unexpected frustration for Mr and Mrs C who found they had to sort out their own accommodation and storage and do a lot of work to help present their contents claim.

There were also some other communication and administrative issues, such as the delay in passing on a payment to Mr C and him being pay the builder's fee in error.

In light of the above, I think it would be fair for Oakleafe to pay Mr and Mrs C £300 for distress and inconvenience."

I set out what I intended to direct Oakleafe to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Oakleafe said it was happy to accept my findings.

Mr and Mrs C didn't provide any further comments or information for 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.

As neither party has disagreed with the conclusions I reached in my provisional decision or my proposed redress, I see no reason to change these.

Putting things right

Oakleafe should pay Mr and Mrs C £300 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr and Mrs C's complaint and direct Oakleafe Group Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 19 March 2026.

Anne Muscroft
Ombudsman