

The complaint

Mrs M complains about the service provided by Oakleafe Group Limited after she instructed it to assist her with a claim she made under her home insurance policy.

The company Mrs M instructed was an appointed representative of Oakleafe Group Limited, which means Oakleafe Group Limited is responsible for its actions. For ease, I'll refer to the appointed representative as Oakleafe.

What happened

In January 2025, Mrs M engaged the services of Oakleafe to assist her with her home insurance claim after her property was damaged by a flood. She says she opted for Oakleafe's free service, where it would manage the entire claim process for her at no cost.

Oakleafe arranged for contractors ("R") to carry out strip out and drying works in the property, and this began in late February.

In March 2025, Mrs M raised concerns about the work being carried out by R and the service she'd received from Oakleafe's claims consultant.

Oakleafe said its role was to prepare and present Mrs M's claim to insurers and their agents. It wasn't responsible for the actions of R as this fell outside of its scope of engagement. It said Mrs M should direct all building related queries or complaints to the contractors via their internal complaints procedure.

Oakleafe didn't agree it had provided Mrs M with poor service. It said activity on Mrs M's claim was regular, diligent and aligned with its own and industry-standard procedures.

Mrs M remained unhappy and asked our service to consider her complaint. She said she wanted to break her contract with Oakleafe and was concerned about the fee it might charge her if she did. She later told us she had dismissed Oakleafe and her claim was being dealt with by her insurer's appointed loss adjuster.

I issued a provisional decision on 13 February 2026, where I explained why I intended to uphold Mrs M's complaint in part. 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 Mrs M's complaint in part. I'll explain why.

I've considered everything Mrs M has told our service, but I'll be keeping my findings to what I believe to be the crux of her complaint. I wish to reassure Mrs M I've read and considered everything she has said, 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.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to deal with matters as they arise.

In this decision, I have considered events Mrs M has complained of up until Oakleafe's final response letter of 13 May 2025.

Jurisdiction

It's important for me to firstly clarify our jurisdiction to consider complaints about loss assessors in the context of Mrs M'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 Mrs M has complained of occurred, Oakleafe was representing her in relation to her claim with her 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".

Some of Mrs M's concerns relate to the information Oakleafe provided when she agreed to use its service. When Oakleafe entered the agreement with Mrs M 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 Mrs M.

Engagement of contractors

Mrs M feels Oakleafe is responsible for the actions of R. However, Oakleafe says its role was to prepare and present Mrs M's claim to her insurer and its agents. It says it introduced R to Mrs M, but she engaged its services directly.

Oakleafe's terms and conditions of business were signed by Mrs M on 2 January 2025. These say:

"It may be necessary to require the services of other specialists to assist with supporting the claim(s) such as (but not limited to) forensic scientists, surveyors, engineers, contractors, solicitors etc (them). You are at liberty to instruct each of them separately. In the event that other specialists or contractors are engaged to provide any services the contract will always be between them & you. The specialist(s) (them) will at all times be your agent & not our agent whether introduced by us or not. We accept no liability for any negligent errors or omissions of these specialists."

Oakleafe has provided a copy of R's instruction mandate which appears to have been electronically signed by Mrs M on 8 January 2025.

Mrs M says she did not engage the services of R herself, and the mandate is a forgery. I appreciate Mrs M has strong feelings about this, and I note her detailed reasons for reaching this conclusion. However, I haven't seen any expert evidence to support her allegation.

Oakleafe's claim tracking system shows that Mrs M sent Oakleafe an email on 10 January 2025 which says:

"I've seen so many people. I signed this. I have time to back out if I wasn't supposed to. Can you just check that I haven't signed up to the loss assessors people, instead of yours?"

In response Oakleafe's claims consultant said:

“That mandate is fine. It’s (R) we use to complete the works.”

Having considered the above, I think it’s likely that Mrs M engaged the services of R directly after being introduced to them by Oakleafe.

Given what it says in the terms of business, and as I’m satisfied Mrs M likely engaged R directly, I’m not persuaded Oakleafe was responsible for the actions of R. It follows that I can’t consider Mrs M’s concerns about the quality of R’s work, the service it provided or the costs showing in its estimates and invoices.

Service provided by Oakleafe

Oakleafe’s terms and conditions of business say:

“You the policyholder, exclusively appoint us to act on your behalf to manage, calculate, negotiate & conclude your claim.”

Having reviewed the information available to me, I think Oakleafe’s handling of Mrs M’s claim was reasonable. I can see it was able to successfully negotiate costs for strip out works and alternative accommodation with the insurer. While it wasn’t responsible for the work carried out by R, Oakleafe did discuss the progress of Mrs M’s claim with R and updated her on what was happening. Oakleafe needed to get authorisation of costs from the insurer’s loss adjuster before the strip out work could commence.

Mrs M says she engaged Oakleafe’s services because she didn’t want to deal with the problems of contractors. She’s referred to wording on its website which says: “We handle everything, including negotiations with contractors.”

I understand Mrs M was unhappy to be directed to R when she raised concerns about the work that had been undertaken. I think it was reasonable for Oakleafe to explain what it said in its terms and conditions regarding R’s contractual relationship with Mrs M. In the same email, Oakleafe’s claims consultant gave Mrs M an update on the claim and attempted to alleviate some of her concerns. He said he was more than happy to answer any queries Mrs M had and suggested a weekly telephone call might be beneficial. I can also see that Oakleafe asked R to get in touch with Mrs M to discuss her concerns with her.

However, given what it said on Oakleafe’s website, I can understand why Mrs M was upset to be told she should direct contact about the work that had been undertaken to R. I think she would have expected any negotiations about the work the contractors carried out to be handled by Oakleafe. So, I think it would be fair for Oakleafe to pay Mrs M £100 to compensate her for the distress and inconvenience she experienced as a result of its poor communication here.

I understand Mrs M is concerned about Oakleafe charging her a fee for terminating her contract with it. As explained, anything that happened after 13 May 2025 goes beyond the scope of the complaint I’m considering here. But to be clear, in so far as what I have considered, I haven’t found reason to tell Oakleafe to waive its cancellation fee.”

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 acknowledged receipt of my provisional decision and confirmed it didn’t have any further information for me to consider.

Mrs M said she was contesting my provisional decision. She felt my findings ignored forensic, legal and physical evidence that was already in my possession.

Mrs M made several comments about why she believed her complaint had been set up against the wrong entity. She said the company she'd instructed had changed its name and gone into liquidation. She said it was impossible that I had been provided with Oakleafe's business file. It was not a genuine contemporaneous business record, or the material was not reviewed in full.

Mrs M said I'd relied on a forged mandate from a dissolved company. She provided several documents she felt supported her view that R's mandate was forged.

Mrs M also made some comments regarding the scope of her complaint, evidence she'd provided and the company structures of Oakleafe, R and associated companies.

Mrs M requested that I reinstate the £300 award for distress, order the total waiver of Oakleafe's fee, correct the legal errors relating to corporate identity and reassess the evidence using the correct legal entity.

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.

I would like to reassure Mrs M I have considered all of her points and the information she's provided. However, the role of our service is to resolve complaints fairly and reasonably, with minimal formality. So, I have focused on what's relevant to the outcome.

Mrs M believes her complaint has been set up against the wrong entity. In my provisional decision and at the top of this one I said: *"The company Mrs M instructed was an appointed representative of Oakleafe Group Limited, which means Oakleafe Group Limited is responsible for its actions. For ease, I'll refer to the appointed representative as Oakleafe."*

I'm aware that the company Mrs M instructed has gone into liquidation. But it was still trading at the time Mrs M instructed it. As the principal firm, Oakleafe Group Limited is responsible for the actions of the loss assessor company Mrs M engaged. This is why I am able to consider Mrs M's complaint against Oakleafe Group Limited. I wouldn't be able to consider a complaint against a company that no longer existed.

The business file I referred to was provided by Oakleafe Group Limited. This includes all of the information it provided regardless of when documents were created. I've also considered all the information Mrs M has provided, including the information she shared from the claim tracking system.

Mrs M has commented that I relied on an instruction mandate she believes is forged. To be clear, I don't have the expertise to determine whether or not the document was forged. The reason I concluded it was likely that Mrs M had engaged R's services directly was the email she sent to Oakleafe on 10 January 2025 along with Oakleafe's response. Given that Mrs M sent this email two days after the date on the mandate, it does appear to relate to this. But in any event, I'm persuaded that Mrs M engaged R directly because she emailed Oakleafe to say she'd signed something and Oakleafe confirmed the mandate she signed was from R.

I appreciate Mrs M is of the opinion that R was a dissolved company when it carried out work for her. However, having reviewed the information on Companies House I think it's likely she is confusing it with a different company that was registered under the same name as R's

trading name. But, in any event, as I've already explained, I can't consider the actions of R in my decision. This would include the concerns Mrs M has raised about different VAT numbers, the invoice it's sent her and the quality of the work it carried out on her home.

I understand Mrs M feels I have given inaccurate information about what I can consider. In my provisional decision I said: "*I have considered events Mrs M has complained of up until Oakleafe's final response letter of 13 May 2025.*" This doesn't mean I can't consider information provided after that date. I haven't considered the actions of Oakleafe since May 2025, but our service might be able to consider a complaint from Mrs M about anything that's happened since then separately, as long as Oakleafe has had the opportunity to respond to her concerns.

I appreciate Mrs M would like me to tell Oakleafe to waive its fee but, keeping in mind that I've only considered what its responsible for and its actions up until 13 May 2025, I haven't found reason to tell it to do so. I'm also satisfied that £100 compensation for distress and inconvenience is appropriate.

I know my answer will be disappointing for Mrs M. But having considered Mrs M's further comments and information, I haven't found reason to change the conclusions I reached in my provisional decision.

Putting things right

Oakleafe should pay Mrs M £100 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mrs M'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 M to accept or reject my decision before 27 March 2026.

Anne Muscroft
Ombudsman