

The complaint

Mr P has complained in his capacity as director of limited company “B” about the service provided by Maunder Taylor in arranging insurance for a commercial property.

What happened

Mr P, one of the directors of B, owns a flat in a block and also owns a share of the freehold. B is the management company of that block and has obtained building insurance through its brokers, Maunder Taylor, for around five years.

B’s company secretary, who I’ll refer to as “Mr C” lives in another of the flats. Mr P has told us that over the years, he believes Mr C has made little effort in obtaining alternative quotes from other insurers, and that Maunder Taylor has actively discouraged them from doing so, (and also has not done so on B’s behalf). This has meant the building insurance premiums have increased significantly over time.

Mr P complained to Maunder Taylor about this, and about the fact that it hadn’t disclosed its earned commission dating back to 2020, when B first started taking out insurance through Maunder Taylor, despite the fact Mr P says it was asked to do so in 2023.

Maunder Taylor said, in response to the complaint, that it denied telling Mr C not to obtain alternative quotes, and it denied ever being asked to disclose its earned commission for previous policy years. But Mr P didn’t accept this. He said he believed Maunder Taylor was colluding with Mr C, so he referred his complaint to the Financial Ombudsman Service.

Our Investigator considered the complaint, but didn’t think it should be upheld. He said he’d seen evidence explaining the price increases over time, as well as evidence that the commission was disclosed in a letter to Mr C, and it was Mr C that Maunder Taylor was dealing with. He added that if there’d been a breakdown in communication between the people involved in the management company, then that wasn’t Maunder Taylor’s fault.

Mr P didn’t agree with our Investigator, so the complaint has now 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 Mr P and Maunder Taylor have provided. Instead, I’ve focused on those I consider to be key or central to the issues in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

Firstly, it’s clear from the correspondence that’s been provided, that there have been disagreements between the relevant people involved with management company B. I should

point out that it's not my role to consider the actions of the company secretary, Mr C – but I have considered carefully the actions of Maunder Taylor, as that is the respondent firm in this case. And I'm sorry to disappoint Mr P, but I can't see that Maunder Taylor has acted unreasonably or unfairly here. I'll deal with each of Mr P's main complaint points in turn:

Price of Insurance

Maunder Taylor was asked by this Service to provide evidence that showed why the price of B's insurance policies had increased over time.

It's important to note that Maunder Taylor, as the insurance broker, wouldn't have been responsible for setting the price of the policies – that would be done by the insurer or underwriter of the different policies on the market. But it was responsible for carrying out the regulated activity of “arranging (bringing about) deals in investment” (e.g. a contract of insurance) fairly, so I've looked at how it did this, and whether it searched the market or restricted B's choice in any way.

Maunder Taylor has detailed the increases in premiums from 2020-2025 as follows:

In 2020/2021, for the rebuild figure of £1,854,000 the premium was £2,367.19 with Allianz. In 2021/2022 for the rebuild figure of £1,952,262 the premium increased to £2,866.55 with Aviva. In 2022/2023 for the rebuild figure of £2,146,668 the premium increased to £3,299.99 with Aviva. In 2023/2024 for the rebuild figure of £2,538,289 the premium increased to £4,800.89 with Aviva. And in the 2024/2025 policy year, for a rebuild figure of £2,567,363 the premium increased to £4,840.74 with Aviva.

So I can see that the price increases were generally in line with the increase in the rebuild value of the insured property and there was also an escape of water claim made which affected premium pricing. I'm also mindful that Maunder Taylor didn't set the price of the policies, as I've mentioned, so if Mr P wanted to complain about the price of the policies he'd need to raise those complaints with the relevant insurers. And it's important to note that the regulator (the Financial Conduct Authority) doesn't regulate on the prices insurers charge or the methods an insurer might use to calculate a price.

But from the evidence and explanations I've seen, I'm persuaded that Maunder Taylor carried out a reasonable search of the market. I'm satisfied this included seeking alternative quotes from at least seven insurers. I've seen insufficient evidence to persuade me that it prevented B from obtaining alternative quotes. So I think Mr P was free to obtain quotes himself and put these to the other directors if he wanted these considered. Indeed, Maunder Taylor has suggested that on one occasion, it was made aware that Mr P did put forward an alternative quote he had sourced, but that B didn't proceed with that quote, as the policy was deemed unsuitable. Whether or not this actually happened, it's clear to me that at any time, any of the directors of B could have conducted their own search of the market and were not prevented from doing so.

I've considered the quote Mr P has provided to this Service, and I can see the premium for that quote is lower than the policy offered to B by Maunder Taylor for the year 2024-2025. But without seeing the full policy terms for the quote provided by Mr P, I can't say whether the policies were like for like, and I don't think the fact that there was a cheaper quote available means Maunder Taylor didn't do what it should've. I haven't seen any evidence to suggest that Maunder Taylor gave any guarantees that the quotes they provided were the lowest available on the market, or that the directors of B weren't free to look around for quotes themselves.

So, based on the evidence I've been given, I'm not satisfied that Maunder Taylor has acted

unfairly in its role of arranging suitable insurance policies for B.

Disclosure of Commission

Mr P says Maunder Taylor was asked in 2023 to disclose the commission it earned from arranging insurance for B, but that it refused to do so. Mr P says it explained that its obligations to disclose commission would commence in 2024. I'm satisfied that Maunder Taylor did disclose the relevant commission information for the 2024-2025 quote in the September 2024 renewal notice.

The ICOBS rules regarding commission disclosure require brokers to provide information to freeholders on conclusion of an insurance contract, and to leaseholders directly, where specifically requested. But I haven't seen evidence from Mr P that he asked Maunder Taylor to disclose commission in 2023. When asked about this, Mr P said that in a board meeting, Mr C had advised him that the regulations only came into effect from 2024 so Maunder Taylor didn't need to disclose the relevant documents. But I haven't been provided with any evidence that this refusal came from Maunder Taylor. And as I've said, I can't consider the actions of Mr C here.

And just because Mr P says he asked Mr C to obtain the commission details for previous years, this doesn't mean Maunder Taylor was in fact asked directly to do so. I don't doubt what Mr P has said about his discussions with Mr C regarding this, but the problem appears to be an issue between the people involved in the management company, rather than anything Maunder Taylor did wrong.

Mr P says he was told he wasn't privy to the relevant information about commission earned. Again, I've not seen anything to persuade me that Maunder Taylor told him this. It's possible Mr C told him this but that's not Maunder Taylor's fault. And Maunder Taylor has confirmed it is happy to share commission information dating back to 2020.

As Mr P has clearly now expressed that he would like this information, I should remind Maunder Taylor of its obligation, under ICOBS, to provide the requested commission information to Mr P in a timely manner. If it doesn't, then Mr P is free to make a new complaint about that. But up to this point, I can't see that Maunder Taylor has been asked to disclose the commission dating back to 2020.

Customer Service

I've considered what Mr P has said about Maunder Taylor's dealings with Mr C and the fact that it corresponded with Mr C directly, rather than with Mr P or all the directors. But I've not seen any evidence that's persuaded me Maunder Taylor acted unfairly by communicating with Mr C. As the company secretary, Mr C was the person Maunder Taylor was used to liaising with, and I don't think that was unreasonable, nor can I see that Maunder Taylor was asked not to communicate with Mr C directly, or to correspond with anyone else, at any point prior to the complaint from Mr P.

Mr P has mentioned that he received poor service from Maunder Taylor. He says he had to phone to chase for responses and sent emails with numerous points only to receive no acknowledgment. I've looked at the correspondence between the parties, but I'm not persuaded Maunder Taylor didn't respond to Mr P. From what I've seen, Maunder Taylor generally responded to Mr P's emails in a timely manner. I think it could've provided more detailed responses, but I accept what it's said about the lack of detail provided in Mr P's allegations, which meant it struggled to address them fully. For example, in Mr P's 14-point email of 26 September 2024, many of the points he raised included unsubstantiated allegations, such as "*I believe you advised [Mr C] not to seek alternative quotes*". So I don't

think it's unreasonable that Maunder Taylor responded to that point briefly, saying it denied the allegation.

However, I consider it would've been far more helpful for Maunder Taylor to respond to each of the points or allegations Mr P raised, even if only to say it denied them all and explain why. I don't think this has had a significant impact, however, as I think it's likely the allegations would've been denied and Mr P would've referred his complaint to this Service in any event.

I've considered the other points Mr P has raised, but – whilst I appreciate he feels strongly that Maunder Taylor has provided him with a poor service overall – the points he's made haven't changed my view of the complaint, as there's insufficient evidence to support what Mr P has said. For example, I can't take into account online reviews of the broker, no matter how negative these may be, as my role is to consider each individual complaint on its own merits. It follows therefore, that while I'm very sorry to disappoint Mr P, I'm not upholding his complaint about Maunder Taylor.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask B to accept or reject my decision before 13 December 2025.

Ifrah Malik
Ombudsman