

The complaint

1, a limited company, complains about the service received from both St. Giles Insurance & Finance Services Limited (St. Giles) and its managing agent (who was an appointed representative of St. Giles) in relation to how its agent arranged 1's buildings insurance policies.

1 is represented by Mr W, and for ease I'll refer to him directly.

What happened

1 is a right to manage company set up to represent a property which has been divided into four flats. It appointed a managing agent in relation service charge collection and disbursement. The managing agent also took over the arranging of the buildings insurance policy and appointed St. Giles to act as 1's broker.

Mr W set out the three key areas of complaint against St. Giles. These were:

1. Undisclosed and unauthorised insurance commission sharing when instructed by the managing agent who didn't disclose an existing financial arrangement with St. Giles.
2. Committing 1 to a group policy rather than an individual policy without instructions from 1.
3. The handling of the 2022/2023 renewal, whereby the managing agent acted incorrectly in its handling when arranging updated rebuild costs analysis, which significantly inflated the premiums.

St. Giles considered the complaint. It said it would pay 1 a total of £10,560.92. This included a full refund of all commissions paid to the managing agent from the 2018/2019 to 2022/2023 policy years, plus interest. St. Giles also agreed to pay interest for the nine-month delay in refunding the premium following the mid-term adjustment, which totalled £3,471.22. Finally, St. Giles paid £500 for distress and inconvenience (which later increased to £750).

Mr W said 1 was unhappy with St. Giles' response to some aspects of the complaint and referred his outstanding concerns to the Financial Ombudsman Service. He said complaint point one was resolved and all that was outstanding from point two was the disclosure of all documentation between St. Giles and the managing agent. Mr W's primary focus was on complaint point three.

Our investigator said he couldn't consider all Mr W's complaint points because they hadn't been brought by an eligible complainant. And for those he could consider he didn't uphold the complaint. Mr W responded and said the investigator had misunderstood who the eligible complainant was in this instance and the overall conclusion didn't make sense. So, this matter has been passed to me to decide.

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.

This decision only focuses on complaint points two and a small part of complaint point three. As both sides are aware, I've issued a decision setting out why I'm unable to consider 1's complaint about the actions of the managing agent in relation to the 2022/2023 renewal, which formed the basis of the third complaint point.

This decision focuses on what I consider to be the key evidence relevant to a fair and reasonable outcome in the circumstances of this complaint. This reflects the informal nature of the service and isn't intended as a discourtesy.

Mr W says complaint point one is resolved, and 1 was satisfied with the compensation payment made by St. Giles. And overall, 1 was satisfied with the response to complaint point two, bar one part, which I'll address. I can address part off the third complaint point. But I'm not going to address those issues already accepted by both sides as resolved.

The second complaint

It's accepted the majority of this complaint has been resolved. However, Mr W says St. Giles should share more of the communication between it and the managing agent in relation to the decision to add the property to a group policy. Ultimately, I've not seen any requirement which means St. Giles needs to provide all the correspondence Mr W requested. Given the informal remit of this service, I'm not going to require St. Giles to supply every document it exchanged with the managing agent, nor am I going to require it to release all correspondence more generally. This is because some of that correspondence may not be relevant to issues raised in this complaint, and another reason is because some of that correspondence may be commercially sensitive.

Instead, I've considered how St. Giles responded to this point. It provided copies of certain emails in full and included extracts of others in its correspondence with 1. I'm satisfied this was appropriate in the circumstances and St. Giles accepted the level of service provided to 1 could and should have been better. For example, it accepted it could have provided more information in relation to why the property was being moved to a block policy. But in the round, St. Giles has already accepted that it caused inconvenience to the RTM company and paid £750 in respect of service failings. I consider this to be a fair payment and I'm not going to require it to do any more to put things right.

The third complaint

I've also noted Mr W's opinion that St. Giles ought to have offered the RTM company advice when the managing agent shared the outcome of the rebuild cost analysis which led to the premiums being increased.

I've considered the documents provided at renewal and note the statement and needs document sent by the broker to the managing agent made it clear that it was for the RTM company or managing agent to ensure relevant declared values were at the right level. The paperwork being provided to the managing agent as 1's representative was an appropriate action for St. Giles to take. The paperwork provided by St. Giles to the managing agent specifically states this isn't the responsibility of St. Giles, so I can't say St. Giles acted incorrectly by not offering advice on something it stated it wasn't responsible for.

I note the sum insured had been increasing since the managing agent appointed St. Giles, so it's possible St. Giles didn't consider a larger increase out of the ordinary – after all, Mr W has accepted that the rebuild cost analysis was due to be undertaken in and around 2022. I

don't consider it to automatically be the case that the larger increase should have resulted in St. Giles offering advice to instruct a revised rebuild cost analysis.

Mr W also said St. Giles ought to have offered advice to see whether other insurers were prepared to offer a quote. Mr W is aware some market analysis was undertaken but, given there was an open subsidence claim on the property, he was told other insurers weren't prepared to offer cover. St. Giles provided Mr W with proof of this in its correspondence with him during the complaint. I'm not persuaded St. Giles acted incorrectly, rather I consider it most likely it followed instructions given to it by the managing agent, who was acting in its capacity as the managing agent for the RTM company, not as St. Giles' appointed representative.

I appreciate Mr W considers that the RTM company is still owed some of the premiums back for the policy year after the 2022/2023 renewal. Mr W says the RTM company sought to receive these from the managing agent, who he says haven't responded to correspondence. I can understand that's very frustrating, but I can't hold St. Giles responsible for this. It may be that, if it hasn't already done so, the RTM company needs to seek independent advice about how best to pursue this matter further. However, I'm satisfied St. Giles has acted fairly in how it's responded to those areas of the complaint I am able to consider, and I'm not going to require it to do more to put things right.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask 1 to accept or reject my decision before 9 April 2026.

Emma Hawkins

Ombudsman