

The complaint

B complains that Insync Insurance Solutions Limited mis-sold it a commercial property insurance policy.

What happened

B took out a commercial property insurance policy via Insync in 2023.

In 2024, B complained. It said it had been informed the policy Insync sold it in 2023 wasn't valid and didn't properly insure it. B said this was because of how the risk was presented to the insurer by Insync. It said Insync changed the description of the property to a holiday home, from a holiday let. A distinction it said was important to the cover needed.

Insync didn't uphold B's complaint. It didn't think it had misrepresented the risk to the insurer, nor did it think the policy it sold was invalid.

B wasn't happy with this and brought its complaint to us. It said it had paid for a full policy year on a policy that it was never going to be able to claim from.

Our Investigator didn't uphold B's complaint. She didn't think Insync had misrepresented anything to the insurer. And she said even if she were to find that, B hasn't shown it's suffered a loss – no claim was made on the policy.

B didn't agree with that assessment and asked for an Ombudsman's decision. It said another broker had confirmed the insurer wouldn't renew the policy with the details changed to how B thought they should be (with the property not set as a holiday home). B said it has lost out because it was exposed to risks (because the property was effectively uninsured) and that it's paid for a full year's premium on a policy that provided no cover.

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.

Having done so, I'm not upholding it. I'll explain why.

This dispute centres around how the property in question was described. First by B to Insync, and then by Insync to the insurer.

B alleges that Insync changed the description, and that it's this change that rendered the policy of no use to it.

B told Insync that the property *"Used to be a hotel but we do not run it as a hotel, we actually rent out the entire property as a holiday let to people. It's a maximum of 20 people that can stay in the building and they rent all of it"*

Whereas Insync told the insurer *"It used to be a hotel but now the whole property is just let out as a holiday home with up to 20 people per a single booking"*.

On first look, these two statements look very similar. But B has pointed out that the distinction between a holiday home versus a holiday let is important. And I'm willing to accept that to be the case.

But I'm not persuaded that changing the description as noted above has caused B a loss. As our Investigator pointed out, it's not made a claim that's not been paid. I've not been made aware of any action taken by the insurer in the form of voiding or cancelling the policy either.

I understand B has said it was essentially uninsured, but I'm not persuaded it's shown that to be the case. It's said a different broker confirmed the insurer would not renew the policy and it thinks this is evidence the policy sold by Insync must have been void. But I'm not persuaded this is evidence of that. All this shows is that the insurer won't renew the policy with this broker this year. It doesn't evidence that it wouldn't have offered cover in the year prior.

So I'm not satisfied B has shown that had it needed to claim from the policy sold by Insync, it wouldn't have been able to do so *and* the reason it wouldn't have been able to do so would have been a direct result of the information Insync presented to the insurer.

Even if I were to accept that Insync's changing of the property description meant that the policy it sold to B was something B wasn't ever able to benefit from, I'd still have to consider what loss this caused B taking into account this issue was only raised after the policy had nearly completed its year's life. I'd have to consider what would have happened had Insync not changed the description, and I'd have to accept that B would not have bought this policy. But I think it's likely it would have bought a different one. And there's no evidence to suggest that policy would have been any cheaper than the policy it took out with Insync.

In addition, the policy documents were sent to B when the policy was taken out. And as a commercial policyholder, B had a responsibility to make sure the cover it took out was suitable for its needs. The policy is clearly labelled as a "Holiday Home" insurance policy, so if this is something B knew wasn't correct, it could have chosen not to take it out. I didn't, and instead took the policy out.

I understand B has said it was exposed to risks as a result of this, but it's not detailed what those are. And it's not said what effect this exposure has had on it. I'm not persuaded this exposure has caused it a financial loss, and as a business, B can't experience distress, only inconvenience. I'm not persuaded however that Insync acted unfairly here, so don't find its actions caused any unnecessary inconvenience to B.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask B to accept or reject my decision before 30 October 2025.

Joe Thornley
Ombudsman