

The complaint

Mr D complains that Hiscox Insurance Company Limited unfairly declined his claim for a stolen bicycle on his bicycle insurance policy.

Reference to Hiscox includes its agents.

What happened

Mr D held a bicycle insurance policy with Hiscox. When his bicycle was stolen he made a claim.

Hiscox declined Mr D's claim. It said there was no cover in place if his bicycle was left away from home for more than 24 consecutive hours unless a number of conditions were met. It said Mr D left his bicycle unattended for more than 24 hours and none of these conditions were met. So, it said, there was no cover for the theft.

Mr D didn't think this was fair. He thought that while there was more than 24 hours between him leaving his bicycle and discovering it was stolen, he thought the theft most likely occurred within the first 24 hours. He said the term wasn't clear in relation to what the 24 hours related to and didn't think Hiscox had done enough investigation to show that it fairly applied to his claim.

Hiscox didn't change its stance, so Mr D brought his complaint to us.

One of our Investigators didn't recommend it be upheld. She thought Hiscox was fairly declining the claim in line with the circumstances and the terms and conditions of the policy.

Mr D disagreed and asked 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.

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

Mr D's policy says:

"What is not covered...

We will not make any payment for:

Any theft or damage to your cycle or accessories which is left in a location which is not your home for more than 24 consecutive hours unless in:

a. a communal hallway within the building in which you reside at the location stated in the schedule

b. a locked vehicle

c. a locked caravan

d. a securely gated residents carpark

e. cycle parking; or

f. an area within the confines of, or immediately adjacent to, the building in which you reside at the location stated in the schedule, and which is not accessible to the general public.”

Here, there's no dispute surrounding whether points a to f apply, it's clear the bicycle wasn't left in any of those accepted locations. The dispute surrounds the bicycle being left away from Mr D's home for 24 consecutive hours and whether it's fair to apply this term.

Here, there's no dispute that there's more than 24 hours between Mr D leaving his bicycle at the train station and returning and finding it stolen. I think it's reasonable that information is taken from the claim form. That indicates Mr D left his bicycle at 11.45am and returned to find it gone at 5.00pm the following day.

Mr D's point surrounds his assertion that his bicycle was most likely stolen overnight which would then place the theft within the first 24 hours of his bike being left away from his home. And while it may well be the case that his bicycle was stolen when he thinks it most likely was, it might not have been. It might have been stolen minutes after he left it there, which would again place the theft within the first 24 hours of it being left away from his home. But it may have been stolen shortly before he noticed it was gone, placing it outside of first 24 hours away from his home. The key point here is, there's no evidence to show when the bicycle was stolen, other than it being some point in time between Mr D leaving it at 11.45 in the morning and noticing it was missing at 5.00pm the following day when he returned to collect it.

I know Mr D thinks the term is unclear, but I don't think it is. It's clear in saying there is no cover for a theft of Mr D's bicycle if it is left away from his home for more than 24 hours. I'm satisfied Hiscox has shown that's the case here – that it was kept away from his home for longer than 24 hours. As such, I'm satisfied it's passed its burden of proof.

I'm not persuaded that Hiscox needs to show that the theft wasn't within the first 24 hours, that's not what the terms requires. Nor is it something that it's likely it will be able to evidence on a substantial number of claims – essentially any claim where there's no evidence of exactly when the theft occurred.

Were Mr D able to show that the theft happened within the first 24 hours then I'd expect Hiscox to consider that. But that's not the case here, there's no evidence to show the theft happened in that timeframe.

It follows then that I'm satisfied Hiscox's decline of Mr D's claim is fair and reasonable and in line with the terms and conditions of his policy.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 October 2025.

Joe Thornley
Ombudsman