

The complaint

Mr K complains about how Hiscox Insurance Company Limited ('Hiscox') handled a claim he made under his business insurance policy.

What happened

Mr K submitted two claims to Hiscox in December 2024. Hiscox said they wanted to arrange a video conference call to validate the claims. Mr K felt this was unfair due to a language barrier and requested email exchanges instead. Hiscox said Mr K was required to cooperate with them when investigating a claim and said Mr K could have a family member or friend present to assist him. Mr K was unhappy with Hiscox's request, so he raised a complaint.

Hiscox considered the complaint but didn't uphold it. They said a video conference call was necessary to discuss the claim circumstances in more detail. They explained the purpose of the conference was to discuss the claim circumstances and there wouldn't be any legal or technical discussions. And Hiscox concluded they would consider appointing a translator at their own expense if needed. Mr K remained unhappy with their reply – so, he brought it to the Ombudsman Service.

An Investigator looked at what happened but didn't think the complaint should be upheld. She said she was satisfied Hiscox had acted fairly and had justified their requests for a video conference call to validate the claim. Ultimately, she said video interviews were a common tool used by insurers to validate claims and she didn't find this unfair or unreasonable.

Mr K didn't agree with the Investigator's outcome. He said Hiscox should have made reasonable adjustments from the beginning and it was only later that they agreed to cover the cost of a translator. And he maintained that he did not have the language proficiency to participate in a complex, three-hour video conference involving legal and policy-specific terms. Mr K asked for an Ombudsman to consider the complaint – so, it's 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.

Having done so, I've decided not to uphold Mr K's complaint. I'll explain why.

The starting point is the policy terms, which require Mr K to provide relevant information to Hiscox in order to validate the claims. His policy terms require him to provide "*co-operate fully in the investigation of any claim under this policy.*" Hiscox says they haven't been able to validate Mr K's claims on the information he has provided and requested a video conference to discuss the circumstances in more detail.

I appreciate Mr K says his policy doesn't contain any terms which compel him to participate in a video conference - but I don't find Hiscox's request for this to be unreasonable or unusual. I'm satisfied it's a practice that the wider insurance market uses to validate claims,

and Hiscox are entitled to request further information in order to validate claims they are being asked to meet. This means I don't think Hiscox treated Mr K unfairly by asking him to participate in a video conference to discuss the claims in more detail.

I've also thought carefully about Mr K's submissions that Hiscox should have made adjustments for his language needs. The statutory duty to make reasonable adjustments under the Equality Act 2010 applies where the protected characteristic of disability is relevant. I should make it clear that my role isn't to make a legal finding about whether Hiscox breached the Equality Act; that would be for a court to decide, should Mr K wish to pursue the point.

Mr K hasn't raised any specific disability for me to consider, but he's said Hiscox failed to take account of his language barrier and communication needs. I have therefore taken the Equality Act into account, and I've considered whether Hiscox took proportionate and reasonable steps to reduce any disadvantage Mr K faced in this case. Ultimately, I'm satisfied Hiscox did.

Businesses must take account of customers' needs when deciding claims processes and communications. They should make reasonable efforts to ensure customers aren't disadvantaged and I acknowledge that Hiscox had an obligation to consider Mr K's needs and provide him with appropriate support. But having carefully considered the claim history, I've not seen any persuasive evidence that Hiscox's communication or decision-making failed to accommodate those needs.

When Mr K raised his concerns over his ability to communicate in English, Hiscox said he could have a friend or family member present during the video conference call. And they also said Mr K could arrange for a professional translator at his own expense. I find this to be fair in the circumstances at this point of the claim process. They later said that they could provide and fund the cost of an interpreter instead, when Mr K maintained his concerns. I find that this was reasonable and proportionate in the circumstances.

I know Mr K has said he didn't feel able to participate in a complex and legal discussion about the claims – but I also note Hiscox's explanation that the purpose of the call was limited to discussing the factual circumstances of the claims, rather than legal or technical issues. And Hiscox said that based on earlier conversations with Mr K, they felt he'd be able to answer questions around the circumstances leading to his claim.

I appreciate Mr K feels Hiscox should only be communicating with him via emails, which he can then translate. But having considered this complaint very carefully, I'm not persuaded that Hiscox treated Mr K unfairly by requesting a video conference call in the circumstances of this case.

My final decision

For the reasons I've given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask K to accept or reject my decision before 6 October 2025.

Stephen Howard
Ombudsman