

The complaint

The estate of Mr T complains about Hiscox Insurance Company Limited's handling of a claim under the terms of a contents insurance policy.

Mrs T has brought the complaint on behalf of the estate, and I will refer to all actions and comments as those being of Mrs T.

What happened

The details of what happened and well known to both parties. I will summarise them here.

The late Mr T had a home insurance policy with Hiscox that provided contents insurance cover. Mr T sadly passed away in early 2024. Following that, Mrs T says several family members stayed in his property.

Mrs T (who says she had been estranged from Mr T since 2020) subsequently noted that items had gone missing from the late Mr T's house. She says the police concluded they must have been taken by people with legitimate access to the property.

Mrs T then (representing the estate) made a claim on the policy in November 2024. Hiscox appointed a loss adjuster and following their report, declined the claim. They said there was no will and so likely the items would be in dispute and so no insured peril.

Mrs T didn't agree and brought the complaint to our Service. Our Investigator looked into it and she didn't think Hiscox had declined the claim fairly. She said that whilst the police had closed their investigation (based on CPS guidance) the policy was an 'all-risks' policy and Hiscox hadn't shown an exclusion or condition applied, and so they should reconsider the claim.

Hiscox didn't agree. They replied in full, and amongst their points in reply they said:

- Acknowledged it was an 'all-risks' policy and needed to show an exclusion, but only after the estate had shown an insured event had occurred.
- Which they didn't think had been done, as no proof of ownership had been presented.
- Agreed to review matters again, at the conclusion of the probate process.

As no agreement was reached, the case 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.

Having done so, I agree with the outcome reached by the Investigator. I'll explain why:

- Both parties acknowledge that the cover has been provided on an 'all-risks' basis,

meaning cover is not restricted to a specific cause of loss (such as theft). And that it is for Hiscox to show an exclusion applies.

- Hiscox have said no insured event has occurred. They have suggested the items might have been taken legitimately and without the probate process having been completed, we can't be sure on the legal owner of the items.
- However, I agree with the Investigator that Mrs T has brought the claim on behalf of the estate. There is no evidence provided that the items were not owned by the estate (or the late Mr T) or that they were gifted prior to his death.
- It follows that the items (unless proven otherwise) would be owned by/under the legal responsibility of the estate, until the completion of the probate process.
- Mrs T has been made aware that there might be another reason why the claim should not be paid, such as a requirement to show the estate or late Mr T owned and held the items.

In summary, Hiscox haven't declined this claim fairly and should reconsider it. There is no evidence provided that the items aren't currently the legal responsibility or owned by the estate of Mr T.

My final decision

I uphold this complaint. Hiscox Insurance Company Limited should reconsider the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr T to accept or reject my decision before 27 January 2026.

Yoni Smith
Ombudsman