

The complaint

Mr P is unhappy that AWP P&C SA (AWP) declined his claim for accidental damage to his bike.

What happened

Mr P had insurance which covered his bike for accidental damage, underwritten by AWP. He noticed damage on part of the bike frame and claimed under the policy. Mr P said he must've kicked the mudguard when riding or turning a corner.

Mr P provided a supporting statement from the bike supplier saying the damage had weakened the bike frame and it was beyond economical repair. He also provided a statement from his cycling companion on the day the damage happened confirming Mr P commented on kicking his mudguard accidentally during the ride. The riding companion said there'd been comment on the day about how well the mudguards were fitted.

AWP declined the claim because it said the damage looked like wear and tear from the mudguard rubbing on the frame, so it didn't meet the definition of accidental damage.

Mr P complained to AWP. He said he'd fitted the mudguards correctly and the damage was caused after he accidentally kicked one while cornering.

AWP sent Mr P its final response declining his claim. It included photo evidence that the same mudguards Mr P fitted caused similar arc-shaped damage when incorrectly fitted, and a statement from a carbon bike specialist supporting AWP's view.

Our investigator thought the evidence showed a more substantial impact than paint being rubbed away by an ill-fitting mudguard. She didn't think AWP had shown that the policy exclusions applied, so she thought AWP had unfairly declined Mr P's claim. Our investigator recommended that AWP reconsider the claim in line with the remaining terms and conditions of the policy.

AWP didn't agree. It provided evidence of what impact damage to a carbon frame looked like versus the damage caused by mudguards rubbing. AWP maintained that the policy didn't provide cover for the circumstances Mr P described.

I issued a provisional decision in July 2023 explaining that I was intending to not uphold Mr P's complaint. Here's what I said:

provisional findings

The issue is that AWP declined Mr P's claim under his policy for what he described as accidental damage to his bike.

The policy defines accident/accidental as:

A sudden or unexpected crash, fall or impact whilst using or transporting your pedal cycle which causes damage to you and/or your pedal cycle during the period of insurance.

AWP declined the claim as follows:

From the photographs and description you have given us, we have concluded that the damage to the downtube was not caused as a result of the crash and that the mudguards have simply not been fitted correctly, resulting in them rubbing through the paint of your new bicycle. Sadly, as explained above, we only cover damage that has occurred as a direct result from a crash or sudden impact.

The policy states that cover is not available if:

Your damage claim does not involve accidental damage to the pedal cycle.

So, for me to conclude that AWP unfairly declined Mr P's claim, I'd need to see evidence that shows, more likely than not, that he suffered a loss which meets the policy definition of accidental damage.

Looking at the claim form Mr P completed, he describes the circumstances of his claim. Mr P said he noticed the damage while washing his bike a week after his ride. He recorded that he must've, "accidentally kicked or knocked my mudguard as I have turned or cornered I don't know".

Mr P's description of the damage was, "The frame underneath has a massive gouge in it from plastic mudguard rubbing on carbon".

In later evidence Mr P amended his recollection of the date of his ride, being aware of kicking the mudguard while turning, the circumstances of noticing the damage and whether he was alone or accompanied.

I'm less concerned about the fact that his evidence changed, but what it does tell me is that Mr P didn't know exactly how the damage happened. If his bike was accidentally damaged, he'd need to be aware of the "unexpected crash, fall or impact" happening. As Mr P was only really able to make assumptions about how the damage happened, I'm minded to agree with AWP that he hasn't demonstrated he suffered an insured loss.

I've considered Mr P's statement that he didn't fit his mudguards incorrectly. AWP's photos show the difference between impact damage and abrasion damage to a carbon frame. The damage caused by incorrectly fitted mudguards results in an arc-shaped abrasion. Mr P's bike has arc-shaped damage which is greater in the middle and becomes less significant towards the edges, reflective of an abrasion which matches the shape of damage caused by a mudguard.

Mr P doesn't deny that his mudguard caused the damage, but he said it was from a single impact. As I've said above, if a single impact caused the damage such that his bike became unsafe to ride, Mr P would've needed to identify the specific incident to claim under the policy. The evidence doesn't show that he has done that.

Overall, the evidence as it stands suggests that Mr P was unaware of when his bike was damaged and it's more likely than not that it was caused by his mudguard rubbing the frame. The evidence he provided doesn't show that he suffered an insured loss, therefore, I'm minded to accept that AWP fairly declined the claim for the reason it gave and in line with the policy terms and conditions.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr P was disappointed with my provisional decision and clarified a few matters. He said the mudguards aren't meant to be permanent fixtures and they weren't on the bike for a long time. So Mr P thinks I misunderstood how long they could've rubbed the bike frame. He also related his ability to fit the mudguards to his career skills and clarified his riding companion's skills.

AWP didn't make any further comment.

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 P's complaint for the same reasons I gave in my provisional decision. That said, I'll respond to his recent comments.

I have no reason to doubt that Mr P is sufficiently skilled to fit and remove the mudguards in line with the manufacturer's instructions. The issue here is that he can't say with any certainty what happened or when. Mr P's evidence gives differing accounts of when the damage might've happened, and he only thinks he must've accidentally kicked the mudguard.

AWP declined the claim because the damage was caused by the mudguard rubbing on the frame, rather than as a direct result of a crash or sudden impact. While Mr P is sure he didn't fit the mudguard incorrectly, AWP's evidence indicates that it wasn't in the correct place, therefore allowing the abrasion to occur. AWP's evidence is supported by the testing it did of how the arc abrasion formed and an independent carbon specialist identified it as a mudguard issue. But Mr P hasn't been able to provide evidence that his bike was damaged in an accident, in line with the policy definition of accidental damage.

I must reach my decision based on the evidence available, and I'm satisfied that AWP fairly declined the claim for the reason it gave and in line with the policy.

My final decision

For the reasons I've explained above, and in my provisional decision, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 August 2023.

Debra Vaughan
Ombudsman