

The complaint

Mr and Mrs M complain that Admiral Insurance (Gibraltar) Limited (Admiral) declined a claim for damage when their car bonnet flipped up following previous repairs, under Mr M's motor insurance policy.

What happened

In July 2023 Mr and Mrs M's car was damaged in an accident. This required some repairs to the front of the vehicle, which Admiral arranged under its policy cover. The car was returned to them in August. In December when driving on the motorway the bonnet flipped up and caused damage to the windscreen. Mr and Mrs M contacted Admiral as they felt the bonnet issue was related to the earlier repairs it had arranged.

Mr and Mrs M say Admiral found a receipt showing the car's battery had been replaced. It told them the bonnet issue wasn't related to the repairs it carried out and there was no cover for the most recent damage under Mr M's policy.

In its final complaint response Admiral says the car was returned to Mr and Mrs M with the bonnet secured after its repairer had completed the repairs. It says the bonnet has since been opened, both when the car was MOT'd and when the battery was replaced. Admiral says there is no cover for wear and tear issues under its policy.

Mr and Mrs M didn't think Admiral had treated them fairly and referred the matter to our service. Our investigator didn't uphold their complaint. She says the bonnet failure occurred around three months after Admiral completed repairs for the earlier incident. She says the initial repairs were for minor damage and the car had travelled over 2,273 miles since the repairs were completed. The car is over 13 years old and had covered 127,000 miles. Based on the evidence our investigator didn't think the bonnet issue was related to Admiral's repairs.

Mr and Mrs M didn't accept this outcome and asked for an ombudsman to consider their complaint.

It 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'm not upholding Mr and Mrs M's complaint. Let me explain.

It's for the policyholder to show they have suffered an insured loss. If they can do so, the insurer must pay the claim, unless it can reasonably rely on a policy exclusion not to.

I've read the engineer's comments from the approved repairer Admiral used for the claim Mr and Mrs M made in July 2023. He says the front bumper was painted and the condenser

was replaced. When the car was returned on 16 August the bonnet was shut. If it had been left open the engineer says the alarm would have sounded when locking the car. He also comments that the issue with the bonnet flipping up occurred around four months after the car was returned.

The repair report includes photos of some minor paint damage to the bumper and lower front spoiler. The photos also show where the condenser had been damaged as a result of the air conditioning fan 'shroud' having been pushed back as a result of the impact. There is no reference to damage to the bonnet or to the latch in this report. The photos don't show any damage to the bonnet.

I've seen the MOT certificate which is dated 27 September 2023. There's no mention of an issue with the bonnet or the latch that secures the bonnet. I've also seen a receipt that confirms the car's battery was replaced on 24 October. I acknowledge what Admiral says that the bonnet must've been opened for this to happen. It was then around two months later on 20 December that Mr M called to report the issue with the bonnet.

Having considered all of this I don't think Mr and Mrs M have shown that they suffered an insured loss. The incident occurred around four months after Admiral had returned their car following the minor front end damage. If the bonnet was damaged or had been left unsecured I'd expect an issue to have become apparent far sooner. There's no evidence to show the bonnet or latch were damaged from the repair report and photos. Similarly, when the car was MOT'd, at the end of September 2023, there was no mention of a problem in this area. I think Admiral makes a reasonable point that the bonnet was opened on at least two occasions after its repairs were completed. Also, that the issue was the result of the bonnet not being closed properly by someone other than its repairer. Or it was due to wear and tear.

If the bonnet flipping up was the result of it not being closed by someone other than Admiral's repairer – then clearly Admiral isn't responsible for the resulting damage. I've read Mr and Mrs M's policy terms. This states it won't cover loss or damage resulting from wear and tear. So, if it was a case of wear and tear resulting in damage to the bonnet latch, this isn't covered either. Based on the evidence I've seen I'm more persuaded that this is what caused the bonnet to flip up, as opposed to something that Admiral's garage failed to repair.

Based on this evidence I don't think Mr and Mrs M have shown that they suffered an insured loss. This means there's no cover under Mr M's policy for this claim. So, although I'm sorry that their car was damaged, I can't fairly ask Admiral to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 25 July 2024.

Mike Waldron
Ombudsman