

The complaint

Mr J complains Admiral Insurance (Gibraltar) Limited (Admiral) didn't complete satisfactory repairs to his car after he made a claim on his motor insurance policy. He further complained about delays from December 2024.

There are several parties and representatives of Admiral involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Admiral.

What happened

Mr J was involved in an incident in July 2021 and made a claim on his motor insurance policy. Repairs to his car were completed by Admiral's approved repairer.

Mr J complained that he was still having issues with the boot/tailgate of his car not opening and closing as it should do. Further repairs were completed in 2024, but in December 2024 he said the issue was still not resolved.

Admiral said the last repairs to the boot was paid for by way of a cash in lieu settlement, so Mr J should take this up with the garage who had undertaken the repairs. In April 2025 it apologised for the lack of response to his emails from December 2024. It said it should have maintained consistent communication and addressed his concerns more swiftly. It acknowledged the inconvenience it had caused and made a payment of £75 to him.

Because Mr J was not happy with Admiral, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said Admiral had tried every reasonable avenue to try and resolve the boot fault issue and the cash in lieu was a reasonable solution to a previously unresolved repair issue. They felt as there was evidence of regular correspondence from Admiral between April 2024 and September 2024 that £200 compensation for a poor level of communication and service from November 2023 was fair and reasonable.

As Mr J is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

What I provisionally said

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

For clarity, there have been previous complaints relating to the repairs to the boot of Mr J's car. In this case I am only able to consider the complaint about the last repairs to the boot completed in 2024 and any delay relating to this.

Repairs to the boot of Mr J's car were completed by Admiral's approved repairer. Because the boot still wasn't opening and releasing as it should, in February 2024 Admiral organised for an independent assessment of the repairs. I saw this report suggested the car be sent to

the local main dealer for a diagnostic to determine whether or not the issues with the tailgate operation and mechanism was wear and tear or related to poor previous repair work.

I saw Admiral contacted Mr J in March 2024 to tell him it had received the independent report and had passed it to its approved repairer to book the car into the main dealer for a diagnostic on the boot. Mr J chased Admiral a number of times by both phone and email but the car was still not booked into a main dealer for a diagnostic.

From the evidence I have seen in June 2024 Mr J started to look for a main dealer to carry out the diagnostic, it isn't clear why it hadn't been organised by Admiral. I saw evidence by way of emails between Mr J and Admiral in which he asked for support in finding a main dealer near to him. Admiral was unable to offer him support and suggested he use google to search for one.

Mr J eventually found a main dealer to undertake the diagnostic and it took place in September 2024. It concluded that new boot struts were required. These hadn't been costed in the repairs completed by Admiral's approved repairer. The main dealer provided a quote for £841.22 for this work to be completed. Mr J submitted the estimate to Admiral and it issued a cash payment to him, as per the estimate amount, which it said allowed him to have the funds to cover this work.

Mr J organised for the tailgate struts to be replaced at the main dealer. However he later found there were still issues with the boot not opening and closing automatically as expected. He contacted Admiral in December 2024 but Admiral said he needed to take up any issues with the work completed with the main dealer himself. It said the main dealer was responsible for ensuring the standard of repair met his expectations and the main dealer should resolve the problem.

Although I agree Mr J found the main dealer to complete the diagnostic and then replace the tailgate struts, I am not persuaded he chose his own repairer by choice, rather he had no alternative than to find a main dealer himself.

The independent report carried out in February 2024 said the authorised repairer must be given the opportunity to carry out the rectification works and listed a number of benefits to this. Which included that no other repairer can be connected with the repairs carried out and therefore will assist in any defects which may come to fruition at a later date.

Admiral acknowledged the independent assessor had recommended for any repairs to be carried out by the approved repairer, but said the cash payment appeared to be the best solution for Mr J at that point and he raised no objections. It also said it retains the discretion to settle claims in a manner it deems appropriate.

I recognise the cash settlement was likely to be the best solution at the time. However as Admiral didn't follow the recommendation in the independent report for the repairs to be completed by its authorised repairer, nor have I seen it gave Mr J any alternatives to the cash in lieu settlement, or tell him that this was its final settlement offer, I don't think it can now disband itself from this claim until the boot of his car is totally repaired.

I saw in April 2025 Admiral did get in touch with the main dealer on Mr J's behalf and they confirmed they would contact him to secure a date for an investigation into the boot mechanism. Mr J has confirmed no one has been in touch with him. Therefore, I intend to require Admiral to support him to get it fixed to a satisfactory standard. At the choice of Mr J this may be with either the main dealer or the approved repairer.

Admiral have apologised for the trouble and upset caused due to its lack of communication

and poor level of service up to October 2024, which resulted in Mr J having to chase progress with his claim. It paid him £200 compensation. And in April 2025 it apologised again and paid him £75 compensation for the delay, and the distress and inconvenience caused when it failed to contact him after his message in December 2024 about the ongoing issues with the boot. It said it should've stayed in contact with him, responded to his emails more promptly and addressed his concerns to save him having to recurrently contact it. I think this is fair redress and it is in line with our services guidance.

Therefore, although I don't intend for Admiral to increase the compensation paid to Mr J, I intend to uphold his complaint. I intend to require Admiral to ensure the boot of the car is fixed to a satisfactory standard, and to settle any repair costs. At the choice of Mr J this may be with either the main dealer found by himself, or Admiral's approved repairer. If Mr J chooses the main dealer and there are further repair costs then Admiral should be clear that the settlement it makes is cash in lieu and going forward if any more issues are found it will be a standard of repair issue with the main dealer that Mr J will need to pursue himself.

Responses to my provisional decision

Admiral responded and said;

- It would be unable to guarantee that an approved repairer would be willing to undertake remedial work on repairs that were previously completed to a poor standard.
- It would be happy to arrange for one of its approved repairers to assess the vehicle and the previous repairs to determine whether they are related and require rectification.

Mr J responded and said;

- He didn't feel he could fully trust an Admiral approved repairer after all the previous experiences he has had with them. And he wants to take his car back to the same main dealer garage and get them to check it out and make any necessary repairs.

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.

In response to comments received

Because Mr J isn't comfortable using an Admiral approved repairer, it should be organised for the car to be returned to the main dealer he had previously used for the assessment of the boot and any required repairs.

Based on the responses I've reviewed; I maintain my provisional decision and I uphold Mr J's complaint.

Putting things right

I require Admiral to ensure the boot of the car is fixed to a satisfactory standard, and to settle any repair costs. The car should be taken to the main dealer as chosen by Mr J. Any further repair costs to the boot should be settled by Admiral. Admiral should be clear to Mr J that any settlement it makes is cash in lieu, and if any more issues are found it will be a standard of repair issue with the main dealer that Mr J will need to pursue himself.

My final decision

For the reasons I have given I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to ensure the boot of the car is fixed to a satisfactory standard, and to settle any repair costs. The car should be taken to the main dealer as chosen by Mr J. Any further repair costs to the boot should be settled by Admiral.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 15 October 2025.

Sally-Ann Harding
Ombudsman