

## **The complaint**

Mr M complains Admiral Insurance (Gibraltar) Limited (Admiral) provided poor workmanship and defective glass when it replaced his windscreen after he made a claim on his motor insurance policy.

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 M made a claim on his motor insurance policy and on 14 December 2024 his windscreen was replaced by Admiral's approved glass partner.

At the end of May 2025 Mr M said he wasn't happy with the work that had been carried out. He said there was reflection on both sides of the windscreen, glue marks on the A-pillars and a dent to one of the A-pillars.

Admiral said there was no evidence of damage being caused by its approved glass partner and declined to replace the windscreen or undertake any repairs.

Because Mr M 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 they had not seen any evidence that linked the damage to poor workmanship by Admiral's approved glass partner. They were satisfied that Admiral had considered all the available evidence about the car and that its offer to pay for an independent assessment of the car was reasonable and fair.

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

## **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.

Firstly, I think it would be helpful to explain the role of the Financial Ombudsman Service is to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. We're less formal than the courts, and generally decide complaints based on what we've been given by the parties in writing and over the phone. We don't take evidence on oath, summon witnesses or cross-examine the parties. We look at what has happened for the individual to make a complaint and check that a business has followed their rules and procedures and is applying them fairly and consistently to their customers.

When looking at complaints relating to claims for damage to a vehicle, our service can't determine how the damage occurred. Instead, what we look at is the information the insurance company relied on to make its decision.

Mr M said there were issues with the windscreen glass and the A-pillars which contain the airbags and this was caused when Admiral's approved glass partner fitted the windscreen.

In this case the windscreen had been replaced in December 2024 and it wasn't until more than five months later at the end of May 2025, that Mr M reported any issues, however I recognise this was because he had been ill during this time.

Admiral said the car needed to be assessed to confirm liability for the damage and said if it was found to be at fault it would work with Mr M to arrange repair. However Mr M refused for an assessment to be undertaken by Admiral. I think it was reasonable for Admiral to require some confirmation of the issues reported and confirmation it was liable for these before it was able to cover any costs for repairs.

Mr M provided images to Admiral which showed a dent to the A-pillar, and images of the windscreen that showed a reflection glare. I saw he also provided evidence of the car being looked at by a main dealer, in which a dazzle to the windscreen and marks on both A-pillar trims were reported. This main dealer recommended a replacement windscreen and that new A-pillar trims were required. A quote to replace the windscreen was provided from another main dealer. One main dealer commented that the windscreen was aftermarket. In the terms of Mr M's policy it says;

*"Windscreen damage*

*If we need to replace any glass, we may use glass which is not provided by the vehicle's manufacturer but is of a similar standard and quality."*

Admiral's glass partner confirmed it only use glass manufactured to OEM (dealer) standards, and the windscreen was to the same specification and tint identified for the vehicle. This means the windscreen fitted, was as per the terms of the policy.

Mr M said Admiral's approved glass partner's workmanship had invalidated his used car warranty due to the damage to the A-pillars. I have not seen any evidence of this warranty being made invalid.

Because Mr M didn't want Admiral to inspect the car it asked for a report from the main dealers to confirm the issues found were down to its workmanship, but Mr M said he wasn't willing to pay for this. I also saw Mr M provided further information of a car inspection report which had been completed in September 2024, prior to him buying the car, which didn't highlight any of the issues Mr M had reported to Admiral.

I do accept there were issues with the windscreen that needed attention. However the question in this case is; was Admiral responsible for the damage reported? Unfortunately neither the reports/estimates provided from the main dealers or the pre-purchase check confirm how damage to these parts was caused. I saw Mr M agreed that the main dealers make recommendations but don't give causes. I think it was reasonable for Admiral to be given the opportunity to inspect the damage Mr M reported in this case.

To move Mr M's complaint forward, Admiral then agreed to appoint an independent assessor to look at the car where both Mr M and the glass partner could be in attendance. It said if it was found liable it would arrange suitable garages to carry out the work. Mr M didn't agree that this assessor was independent and didn't accept this offer. I saw no evidence to validate this comment.

Although I've not referenced every piece of evidence provided by Mr M and Admiral, I've carefully considered everything. It's important to again note that our service can't determine how the damage to Mr M's car occurred. What we have to consider is the information or

opinions Admiral relied on to make its decision. In this case I acknowledge there is evidence of work needed on the windscreen, but there is no proof of liability of the damage.

After considering all the evidence provided I am unable to say without reasonable doubt if the issues with the windscreen and damage to the A-pillars was due to the failure of repairs completed by Admiral's approved glass partner, when it fitted a new windscreen in December 2024.

I understand Mr M will be disappointed, however I am persuaded that based on the evidence it was provided with, and that it was not given the opportunity for itself or an independent assessor to inspect the car, that Admiral fairly declined to accept responsibility for the damage reported to Mr M's car in this case. Therefore, I don't uphold Mr M's complaint and don't require it to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 February 2026.

Sally-Ann Harding  
**Ombudsman**