

The complaint

Miss M has complained about Admiral Insurance (Gibraltar) Limited's handling of a claim she made for repair to her boiler, under her home emergency policy.

What happened

The details of what happened are well known to both parties. So, I will just summarise them here.

- Miss M has a home emergency policy with Admiral. In December 2023, she contacted them as she was having issues with her boiler, impacting her heating and hot water.
- An engineer attended but Miss M complained that they exacerbated matters. Admiral responded in February 2024, rejecting the complaint that the engineer had done anything wrong.
- Miss M complained again in December 2024 that the boiler was still not working. She said the property had been vacant for some months as she was working abroad. Admiral provided another response in January 2025.
- Our system suggests Miss M first contacted our Service in December 2024, but she has provided notes that it was October 2024. Complaining that Admiral wouldn't be attending or providing any cover. They said this was due to the time that had passed and Miss M not making the repairs that were recommended.

Miss M brought her complaint to our Service for an independent review. She maintained the original engineer had made matters worse, and that Admiral were acting unfairly in not repairing the boiler.

I previously concluded the majority of the complaint had not been brought in time and we therefore could only look at the issues responded to in the January 2025 letter. Our Investigator looked at these and maintained Admiral had acted fairly.

Miss M didn't respond to my jurisdiction decision. However, as no agreement was reached regarding the merits of the complaint issues that have been brought to us in time, the case was passed back to me decide.

I issued my provisional findings on 5 December 2025. An extract of which, forms part of my decision below.

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 Investigator that this isn't a complaint that should be upheld. However, I want to clarify my reasoning.

I have previously explained that we can't look into the actions of the engineer who attended, as that was previously addressed by Admiral and not brought to us in time, by Miss M. However, Admiral responded in January 2025, regarding their decision not to attend Miss M's property further. When they were made aware that the issue remained. A complaint about this has been brought in time, but I don't think Admiral have done anything wrong here.

I can see the Miss M did not continue with the policy after April 2024. When she contacted Admiral in December 2024 to make another claim under the policy for ongoing issues with the boiler, Admiral declined the claim and have cited multiple policy exclusions as well as the policy no longer being in force. They have pointed to an exclusion where the property has been unoccupied for more than 60 days. I can see Miss M said at this point she hadn't been in the home for months (since the previous claim) and she has provided no evidence to dispute this exclusion or to show that it was occupied during this period. Admiral has also said that Miss M was previously told that she was required to carry out further work to the boiler and didn't. They have pointed to the exclusion for claims where the policyholder has "previously been advised to carry out work" but hasn't and this has resulted in further loss or damage. Again, Miss M hasn't provided any evidence to dispute this or show why this exclusion wouldn't apply.

It follows, that I think Admiral acted fairly in not attending to honour any claim in December 2024 and I don't require them to do anything further to their final response of January 2025.

Neither Miss M nor Admiral responded to my provisional decision.

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.

As neither party responded to my provisional decision, there is no further consideration for me to make or any reason to depart from my provisional findings. My decision remains as I set out, that this is not a complaint that should be upheld.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 15 January 2026.

Yoni Smith
Ombudsman