

The complaint

Miss M complains that Aviva Insurance Limited (“Aviva”) mishandled a claim on her motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a hybrid car, first registered in January 2024, when Miss M acquired it.

For the year from mid-January 2025, Miss M had the car insured on a comprehensive policy with Aviva.

Unfortunately, Miss M reported that an incident had damaged the car.

Miss M wanted to use a repairer that wasn’t one of Aviva’s approved repairers. Aviva said that she would have to pay an excess of £500.00.

By mid-February 2025, Miss M complained to Aviva that the excess unfairly restricted her right to choose her repairer.

By a final response dated 18 February 2025, Aviva turned down the complaint. It said that its standard excess was £150.00 and the excess for using a non-approved repairer was £500.00.

Miss M brought her complaint to us in mid-March 2025.

Our investigator didn’t recommend that the complaint should be upheld. She thought that the policy wording made it clear that a £500.00 excess would apply for using a non-approved repairer. She didn’t think that Aviva had treated Miss M unfairly in applying the increased excess for the non-approved repairer.

Miss M disagreed with the investigator’s opinion. She asked for an ombudsman to review the complaint. Her representative says, in summary, that:

- The policy terms are not legal.

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.

I’ve taken into account the relevant law, regulations, policy terms and good practice. Above all, I have to decide what’s fair and reasonable.

Aviva’s policy terms include the following:

“ What if I want to use a garage of my choice?

We can arrange for your car to be taken to a repairer of your choice if it is closer than our nearest approved repairer. This may lead to delays in arranging the repairs. We will not be able to provide you with a courtesy car and the excess you must pay will increase, more details can be found in your schedule..."

Aviva's policy terms include the following:

"Excesses

An excess is an amount you will have to pay towards any claim.

- *An excess will apply to most claims*
- *An additional excess will apply:*
 - *if the driver is 24 or under*
 - *is an inexperienced driver*
 - *if the claim is for fire or theft*
 - *if you want to use your own repairer*
- *Your schedule will show the excesses you will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together"*

The policy schedule included following:

"Excesses

Total excess: £150

Non-approved repairer excess: £500

See more excesses in your schedule below

...

Policy excesses

Compulsory excess £0

Voluntary excess £150

Total excess £150

The following additional excesses may apply in the event of a claim

Loss of or damage to your vehicle Non-approved repairer £500"

From those policy terms and the policy schedule, I'm satisfied that Aviva provided that information in a clear way, which was fair and not misleading.

I find it clear that, in the event that Miss M used a repairer not approved by Aviva, then she would have to pay the £500.00 excess. That's not unusual in motor insurance claims.

From Miss M's complaint in mid-February 2025, I've seen that, as I would expect, Aviva told Miss M that the £500 excess would apply.

I accept that the higher excess reflects the likelihood that Aviva would incur higher costs in dealing with a non-approved repairer than with an approved repairer. And, ultimately, Miss M had a choice between using a repairer approved by Aviva and paying a lower excess or using another repairer and paying a higher excess.

So I don't consider that this is unlawful. Moreover I don't consider that it's unreasonable or unfair.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 9 October 2025.

Christopher Gilbert

Ombudsman