

## **The complaint**

Mrs J complains Aviva Insurance Limited (Aviva) didn't offer a sufficient cash in lieu payment to complete the necessary repairs to her damaged car after she made a claim on her motor insurance policy. And it provided a poor level of service that caused delays.

Aviva are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Aviva have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Aviva includes the actions of the intermediary.

## **What happened**

In early March 2025 Mrs J made a claim on her motor insurance policy after her car was damaged. She decided not to use one of Aviva's approved repairers to complete the required repairs and chose her own repairer.

Mrs J's chosen repairer submitted a quote for the repairs. The quote was higher than Aviva expected so it organised for its engineer to inspect the car. It declined to pay the quote amount and provided her with a lower cash in lieu offer to complete the required repairs based on its engineers findings. It also said the repairs could be completed by one of its approved repairers or she could obtain another repair quote. Mrs J obtained a new quote and submitted it to Aviva, but it failed to contact her to discuss this.

In May 2025 Aviva increased its cash in lieu settlement offer and again gave Mrs J the opportunity for her car to be repaired by one of its approved repairers. This wasn't accepted.

Aviva apologised and offered her a total of £300 compensation for both its lack of response and the delay with the cash in lieu payment.

Because Mrs J was not happy with Aviva, she brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said the cash in lieu payment offer was over an experts recommendation for the cost of repairs and this was fair and reasonable. They said the compensation offered was in line with our Services guidance.

As Mrs J 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.

Mrs J contacted Aviva on 4 March 2025 to make her claim on her motor insurance policy. At this point Aviva understood she wanted to use an Aviva approved repairer so it started the process to book the car in. She then submitted an estimate from her preferred repairer. This was a total of £20,157.36. Aviva didn't authorise this amount and sent its own engineer out

to inspect the damage to the car. The engineer found not all the damage to the car was accident related, and advised the estimate was inflated. Aviva said it wouldn't cover for the wheel damage as part of the claim. It offered £12,747.83 cash in lieu settlement less £650 policy excess. It also gave her the option to obtain a second repair quote and said the required repairs could be completed by an approved repairer. I found this to be in line with the policy terms and conditions which say;

*“Repair estimate*

*If using one of our approved repairers, we will not require you to submit an estimate for the repair works. If you use a garage that is not one of our approved repairers, we will require an itemised repair estimate which we must approve before the work begins. In the event an agreement on the cost of repairs at your chosen repairer cannot be reached, we reserve the right to ask you to:*

- *Arrange for your car to be moved to our approved repairer.*
- *Give us an itemised estimate from another repairer.”*

Mrs J obtained a second quote from an alternative repairer. This was for £17,647.92.

Aviva's engineer reviewed the new estimate. The engineer said the level of repairs were not justified and the accident related repairs could be completed for a lower amount. However I saw Aviva increased its cash in lieu offer to £13,500 less £650 excess and said again she could have the required repairs completed by an approved repairer. Based on the evidence I have reviewed, I am persuaded the cash in lieu offer was calculated fairly.

I am unable to agree that Aviva left Mrs J with a shortfall to complete the repairs because it provided her with the option to have all the required repairs that it had found to be accident related to be completed by one of its approved repairers. I recognise Mrs J said she didn't want to use an approved repairer due to having had previous problems, however the terms of her policy provides a lifetime guarantee on repair quality carried out on her car by Aviva's approved repairer for as long as she owns the car, so any repairs were fully protected.

Aviva said although it was entitled to make the investigations it felt necessary, it accepted there were delays with its engineer. It offered Mrs J £200 compensation for this. Plus a further £100 in relation to the delayed payment of the cash in lieu. A total of £300.

I consider this to be a fair and reasonable redress in the circumstances of this complaint.

Therefore, I don't uphold Mrs J's complaint and don't require Aviva 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 Mrs J to accept or reject my decision before 3 December 2025.

Sally-Ann Harding  
**Ombudsman**