

### **The complaint**

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

### **What happened**

The subject matter of the insurance, the claim and the complaint is a multi-purpose vehicle first registered in 2021.

For the period from late January 2025 to mid-June 2025, Miss C had the vehicle insured on a comprehensive policy with Aviva. She was the policyholder. Her partner was a named driver.

Miss C reported to Aviva that she had accidentally damaged the vehicle in early March 2025.

Miss C wanted to instruct a repairer of her choice. Aviva said that, in addition to the excess of £250.00 that applied to any damage claim, Miss C had to pay an additional excess of £250.00 if she used a repairer other than Aviva’s approved repairer.

Miss C complained to Aviva that it shouldn’t penalise her for using a repairer of her choice.

By a final response dated 2 April 2025, Aviva turned down the complaint.

Miss C brought her complaint to us in May 2025.

Our investigator didn’t recommend that the complaint should be upheld. He didn’t think that Aviva had acted unreasonably. He said that Aviva had acted in line with the policy terms and applied the terms in a fair and reasonable manner. He said that Aviva had been transparent with Miss C regarding the excess which would apply.

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

- We shouldn’t deny Miss C that to which she is entitled under law and FCA regulations.

### **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, regulation, and good practice. Above all I have to decide what’s fair and reasonable. Miss C’s representative has fallen short of showing that the relevant law or FCA regulations say that it would be unfair for Aviva to charge an additional excess to a policyholder who uses a repairer other than Aviva’s repairer.

I'm satisfied that, when Miss C took out the policy online, she had a choice of excesses and when she chose £250.00, Aviva gave the information that there would be an additional excess if she used a non-approved repairer.

Aviva issued a demands and needs document that included the following:

*"Excesses:  
Vehicle Excess £250.00  
Non-Approved Repairer Excess £250.00"*

Also, the policy schedule said that there would be a vehicle excess of £250.00 and an additional non-approved repairer excess of £250.00.

Further, Aviva's policy terms included the following:

*"What if I want to use a garage of my choice?  
We can arrange for your vehicle 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."*

Aviva's policy terms also included 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.  
• A further excess will apply if you choose to have your vehicle repaired in a garage that is not one of our approved repairers.  
• 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..."*

Moreover, after she made the claim, Aviva gave Miss C information about the additional excess. By an email dated 10 March 2025, Aviva included the following:

*"If you still wish to use another repairer, you can certainly choose to do so. As discussed, there will be the additional Non-Approved Repairer Excess (£250)."*

So Miss C still had a choice whether to use Aviva's repairer or whether to use another repairer and pay the additional excess.

I'm satisfied that Aviva made it clear from the time that Miss C took out the policy that there would be an additional excess if she used a non-approved repairer. And I'm satisfied that, knowing that there would be an additional excess of £250.00, Miss C chose not to use Aviva's approved repairer. So I don't find it fair and reasonable to direct Aviva to refund the additional excess or to do any more in response to this complaint.

## **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 C to accept or reject my decision before 23 December 2025.

Christopher Gilbert  
**Ombudsman**