

## **The complaint**

Mr E complains that Aviva Insurance Limited (“Aviva”) wouldn’t pay him the cost of repairs following a claim on his motor insurance policy.

## **What happened**

Mr E had a motor insurance policy with Aviva covering his car. In April 2024 a third party collided with his car. He contacted Aviva and made a claim.

Aviva told him he could use its repairer network, or use his own. Mr E decided to use his own repairer.

His repairer quoted about £3,700 for the repairs.

Mr E asked Aviva to pay him for this so he could arrange the repairs in his own time, which is known as a cash-in-lieu payment. Mr E said Aviva’s engineer told him to expect this payment.

Aviva sent Mr E about £2,292. Its engineer said Mr E’s quote was excessive and that it could have had the work done for this amount. Mr E’s excess was also waived.

Mr E complained and Aviva said it wouldn’t increase its payment. It did say Mr E could return the money and it would have the repairs done by its approved repairers.

Mr E remained unhappy and brought his complaint to this service. He asks that Aviva pay him the difference between £2,292 and £3,700.

Our investigator looked into it and thought it wouldn’t be upheld.

Mr E didn’t accept the view and asked that his complaint was reviewed by an ombudsman, so his complaint has been passed to me to make a final 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.

I’m not upholding Mr E’s complaint and I’ll explain why.

It seems to me there are two key issues here; that Aviva considers it was able to have the repairs to his car carried out at a substantially lower price than Mr E said he could; and that Mr E was apparently told by Aviva he could expect to get the money paid to him.

Under the terms of his policy with Aviva, there are several sections relating to Mr E’s choice of using his own repairer:

*“Loss of or damage to your vehicle*

*If your vehicle is lost, stolen, or damaged, we will:*

- repair your vehicle unless you notify us that you want us to pay someone else to repair it; or*
- pay you a cash amount equal to the loss or damage”*

And:

*“Repair estimate*

*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 vehicle to be moved to our approved repairer*
- Give us an itemised estimate from another repairer.”*

Aviva’s policy wording is clear about the process Mr E would need to follow when he chose to have the repair work done by his own choice of repairer.

I can see from the file that Aviva’s engineer has conducted a detailed review of its own estimate for repairs against the one provided by Mr E’s repairer. It’s the approach of this service that due weight is given to reports like these, as they represent an expert’s view.

I understand that Mr E doesn’t agree with Aviva’s decision as he says it’s not enough to repair his car, but he’s not provided evidence that Aviva has acted unfairly in deciding to pay £2,292 instead of £3,700.

I don’t think it would be fair to ask Aviva to pay more for the repairs than it would normally expect to pay under the terms of its policy.

Aviva also offered Mr E the opportunity to have his repairs carried out by it, if he refunded the payment. I can’t see Mr E accepted this, but I think Aviva’s offer is fair and in line with its policy wording.

Mr E has also said Aviva’s engineer told him over the phone that he could expect payment but didn’t tell him it would be for £2,292. The inference here is that Mr E felt he would receive £3,700. Aviva has said it doesn’t record these calls so unfortunately there’s no evidence of what was said, or not said.

Aviva commented on this and said that if the engineer thought Mr E’s estimate was fair, then they wouldn’t have carried out the work to compare the two repair estimates. I think this is logical and conclusive.

In its responses to Mr E, Aviva said it would waive his excess. I can see from his responses that Mr E thought this was unneeded as his was a non-fault collision and he should get his excess back anyway. I can see this has been mentioned in the file, but I’ll say that by Aviva doing this, it’s removed the need for Mr E to pay it and then recover it from the third party responsible for the loss. So I think Aviva’s choice to do this was fair.

It follows that I think Aviva has acted fairly and reasonably in how it’s settled Mr E’s claim, and I don’t uphold this complaint.

**My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 23 October 2024.

Richard Sowden  
**Ombudsman**