

## **The complaint**

Mr and Mrs G complain that Aviva Insurance Limited removed cover for their boiler from their home emergency insurance policy.

## **What happened**

Mr and Mrs G took out a home emergency policy, which provided cover for their central heating system; plumbing and electrics; pests and security. Aviva sent out an engineer to inspect their boiler and carry out a boiler 'health check'.

The engineer identified that Mr and Mrs G had solar panels which heated their hot water cylinder. The eligibility criteria stated that properties mustn't be heated by solar panels. And power generation systems, including solar panels, are specifically excluded by the policy terms. So Aviva wrote to Mr and Mrs G to explain their boiler hadn't passed the health check. It told them their boiler would no longer be covered under the policy. The letter also said their premiums would be adjusted to reflect the removal of boiler cover.

Mr and Mrs G weren't happy with Aviva's decision. They felt the boiler had been unfairly excluded from policy cover. They said the solar panels were only linked to their hot water cylinder and had no direct link to their boiler. They didn't think Aviva had given reasonable explanations for its decision. They said they'd been put to time and effort in chasing Aviva to get a full explanation as to why it was no longer prepared to cover their boiler.

Some months later, Aviva wrote to Mr and Mrs G to say that while it still couldn't cover boiler related claims, it could cover things like their radiators, cylinders and water tank. Mr and Mrs G remained unhappy with how Aviva had responded to their concerns and they asked us to look into their complaint.

Our investigator didn't think Mr and Mrs G's complaint should be upheld. She thought Aviva was entitled to rely on its terms and conditions in deciding not to cover Mr and Mrs G's boiler. She felt Aviva had the specialist knowledge to determine whether or not the solar panels were linked to their boiler system. She acknowledged Mr and Mrs G had had ongoing correspondence with Aviva over several months. But she thought they'd been given an explanation about the reasons why their boiler would no longer be covered shortly after they'd raised their concerns.

Mr and Mrs G disagreed. They felt the investigator had made factual errors in her assessment and that the solar panels solely provided water heating. They maintained there was no direct link between their boiler and the solar panels. They didn't feel there was any engineering reason why the boiler should be excluded from cover. The solar panels had no effect on the functionality and running of the boiler.

The complaint's been passed to me to decide.

## **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. Having done so, I think it was fair for Aviva to decide it didn't want to cover Mr and Mrs G's boiler. I'll explain why.

First, I need to make it clear that my role isn't to tell Aviva what it should and shouldn't cover. And I can't require it to change its policy terms and conditions. My role is to decide whether Aviva applied its policy wording fairly.

I've looked carefully at the terms and conditions of Mr and Mrs G's policy. I've first considered the property eligibility criteria. This states:

*'The boiler(s) at your property must have a total power input of less than 70Kw and the gas supply pipe work must be 35mm or less in diameter. It must be fuelled by natural gas (and not LPG, electric, oil, or solid fuel). Your property must not be heated by one of the following:*

*f) solar/thermal power'*

Mr and Mrs G acknowledge that their solar panels provide water heating to their property. But in any event, it seems Aviva didn't decide that Mr and Mrs G's property as a whole was no longer eligible for cover. That's because it was still prepared to provide the other sections of policy cover under Mr and Mrs G's agreement; it simply withdrew boiler cover. I think that's likely to be because the hot water cylinder is part of the boiler system as a whole.

I've also carefully considered the general exclusions section of the policy. This says:

*'The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following:*

*q) **power generation systems** and their associated pipework, pumps, panels and controls including: **solar panels** and/or wind turbines, combined head and power systems (systems that generate electricity and heat at the same time)'*

I think this term clearly excludes solar panels which generate heat. As I've explained above, Mr and Mrs G have told us that their solar panels provide heat in the form of hot water. This would suggest their heating system falls squarely within the scope of the exclusion clause. And so it seems it simply wouldn't be covered by Aviva's policy terms.

I appreciate Mr and Mrs G feel the solar panels and the boiler are two separate systems. But Aviva's engineer had the opportunity to inspect the boiler during the health check and decided the two systems were linked. I think it was reasonable for Aviva to rely on the engineer's findings, given their specialist knowledge about heating systems.

The policy terms also state that if a boiler fails a health check, Aviva won't be able to cover the boiler and will adjust the premiums accordingly. So it seems to me it's acted in line with its terms and conditions in the way its handled Mr and Mrs G's policy.

I've thought about the letter Mr and Mrs G got from Aviva in June 2019. I can understand why this might've seemed confusing, given it said the radiators, water tank and cylinders would now be covered. That's because the water cylinder in particular seems linked to the water heating system. However, I don't think this made Mr and Mrs G's position worse – it seems to have extended the cover they had available under their policy. And much of their central heating system seems to have been brought back within cover, without an impact on the policy price or excess at that point.

It's clear Mr and Mrs G were in ongoing contact with Aviva over several months. I can understand they were frustrated by the responses they received from Aviva and didn't feel their questions had been sufficiently answered. But like the investigator, I also think Aviva did tell Mr and Mrs G why it wasn't prepared to cover their boiler back in November 2018. So I'm not telling it to pay them any compensation.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold Mr and Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 8 June 2020.

Lisa Barham  
**Ombudsman**