

## The complaint

Mr S complains that Aviva Insurance Limited (Aviva) unfairly removed cover for his boiler and hot water cylinder from his home emergency policy.

## What happened

Mr S took out a home emergency policy with Aviva. This provided cover for: his boiler and heating system; plumbing; drainage; electrics; pests, and security. Aviva sent an engineer to inspect Mr S's boiler and carry out a boiler 'health check' shortly after the policy was taken out.

The engineer identified Mr S had solar panels that heat his hot water cylinder. The eligibility criteria for the policy states the property must not be heated by solar power. The policy terms also exclude power generation systems, including solar panels.

During the 'health check' Aviva's engineer identified a pressure sensor for Mr S's boiler was "locked", which he replaced.

Aviva subsequently advised Mr S that following its engineer's visit, it wasn't able to provide cover for his boiler or hot water cylinder. It says the solar panels Mr S has in place on his roof, turn the hot water cylinder into a "thermal store". So, it has suspended these elements from his cover and adjusted the premium accordingly.

Mr S didn't think this was fair. He says the solar panels don't provide heating to his house, only hot water. He says the pressure sensor issue has been resolved, so this can't be a reason why the health check failed. Mr S accepts that the solar panels aren't covered, but he says his boiler and controls are separate from this. He doesn't think cover should be refused for his boiler.

Aviva didn't change its position, so Mr S referred his complaint to our service. Our investigator didn't uphold his complaint. He says Aviva provided a clear explanation why cover couldn't be provided for Mr S's boiler or hot water cylinder. He thought this was in line with its policy terms.

Mr S disagreed and asked for an ombudsman to consider his complaint.

## 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've decided not to uphold Mr S's complaint. Let me explain.

I've read the policy terms and conditions to understand what cover is available. Under the section on eligibility, the terms say:

*"The boiler(s) at your property must have a total power input of less than 70 KW and gas supply pipes must be 35mm or less in diameter. The boiler(s) must be fuelled by natural gas*

*(and not LPG, oil or solid fuel). The property must not be heated by one of the following:*

*e) solar/thermal power.”*

Mr S says the solar panels don't heat his home. But it's clear they do heat hot water. Aviva's engineer says the panels heat water that is stored in the hot water cylinder. This means the solar panels turn the cylinder into a thermal store, which is excluded under the policy terms. The hot water cylinder is part of the system as a whole. My understanding is that it's for this reason that Aviva withdrew the cover it did.

I've also considered the “*General Exclusions*” section of the policy terms. This says:

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

*q) the following are not covered:*

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

I think these terms are clear. Solar panels that generate heat, are excluded from cover. The panels Mr S has on his roof, heat hot water which is stored in his hot water cylinder. I think this reasonably means that Mr S's heating system falls within this exclusion clause. And this means cover wouldn't be provided by Aviva.

I acknowledge Mr S's view that the boiler and solar panels are separate systems. However, Aviva's engineer inspected the boiler as part of the health check and determined the two were linked. I think it's reasonable for Aviva to rely on the expert opinion of its engineer in this matter. I think it's been shown the systems are linked, and that the policy terms exclude cover for the boiler and thermal store (hot water cylinder) in these circumstances.

I'm sorry Mr S is disappointed that Aviva won't provide cover for his boiler. But I don't think it treated him unfairly, when it relied on its policy terms to exclude parts of the cover provided under its policy. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 March 2023.

Mike Waldron  
**Ombudsman**