

The complaint

Mr D has complained that Helvetia Global Solutions Ltd unfairly declined a claim under his landlord home emergency insurance policy.

What happened

Mr D's tenant contacted Helvetia to make a claim because the thermostat in the flat they rented from Mr D wasn't working. They explained that there was a communal biomass boiler supplying heat and hot water to the flat. The boiler wasn't in the flat but elsewhere in the building.

Helvetia explained that as the thermostat was connected to a boiler outside the flat, it wasn't covered by the policy. It didn't think the heat interface unit in his flat was a gas boiler although it fulfilled a similar function to a gas boiler. It said it wasn't its fault the policy he'd bought was unsuitable for his property. It asked a third party to contact him regarding the sale of the policy.

Mr D brought his complaint to this service. He'd paid £139.99 to have the thermostat replaced and thought Helvetia should reimburse the cost. Our Investigator didn't think that Helvetia had treated Mr D unfairly as the thermostat was connected to a boiler outside the flat for which the building's management company was responsible.

As Mr D didn't agree, the matter has been referred to me.

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 looked carefully at the policy terms and conditions to see whether Helvetia has treated Mr D fairly in declining his claim. The policy covers domestic boilers and domestic central heating systems. These are defined in the policy as follows:

“Domestic Boiler: *The central heating boiler contained within and supplying your property that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler, together with the pump, motorised valves, thermostat, time, temperature and pressure controls.*

...

Domestic Central Heating System: *The domestic boiler and the central heating system within your property that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler, together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing.”*

The policy states that it doesn't cover any non-gas appliances.

The property listed in the Schedule is the flat owned by Mr D. The boiler servicing Mr D's flat isn't powered by natural gas and it isn't contained within the flat. Mr D has confirmed that his block of flats has a management company that's responsible for maintaining the boiler.

Although the policy refers to thermostats as being covered, I think it's implicit in the definition that they should be linked to a gas central heating system within the flat. As neither of these applied to Mr D's thermostat, I don't think it was unfair or unreasonable of Helvetia to decline the claim.

As Helvetia wasn't involved in the sale of the policy, I don't think it's responsible for the fact that unfortunately Mr D bought a policy that wasn't suitable for him.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 February 2025.

Elizabeth Grant
Ombudsman