

The complaint

Mr M has complained about his home plumbing and drains insurer, British Gas Insurance Limited (BG), because it started work to clear a drain at his home but didn't manage to unblock it and when he claimed his excess payment back from his credit card BG threatened debt collection.

What happened

Mr M had a blocked rain water drain which (when not blocked) feeds water down from the roof and away from the house into a soakaway. He contacted BG, paid the policy excess on his credit card and it sent an operative to Mr M's home. It was felt cutting equipment was needed to clear roots in the drain so a second appointment was made.

Mr M reports that during the second appointment the operative initially said work couldn't be completed because the drain was shared with a neighbour. Mr M said this wasn't true and the operative eventually agreed to try and clear the drain. However, the operative said the roots couldn't be cleared – Mr M felt this was because incorrect equipment was being used. Mr M was told the only other option for BG to complete a repair under the policy would be for a spot-dig of the garden to take place to gain access to the drain to allow it to be cleared. Mr M wasn't prepared to consider such an invasive option at that point – he felt BG should make a further attempt to cut the root out using better/more appropriate equipment.

BG felt it had carried out the attempted unblocking reasonably, that it had done all it could. As BG wasn't prepared to do anymore non-invasive work and the repair remained incomplete Mr M asked his credit card company to refund the excess he'd paid to BG. When the refund occurred BG began writing to Mr M asking for repayment of the excess and ultimately threatening debt collection activity.

Mr M complained to this service. At which point BG said it would put on hold its attempts to reclaim the excess amount from Mr M. Mr M confirmed the drain was still blocked.

Our investigator noted that BG, as experts, had confirmed it had carried out the attempted unblocking as it always would, using equipment that is always used. She felt it was reasonable to rely on this evidence and noted that it just hadn't been possible to unblock the drain on this occasion but an alternative method had been suggested to try to complete the repair. However, given the policy definition of "excess", which is the sum paid for completed repairs, and as the repairs were not currently complete, she did feel that BG should waive this charge.

BG did not object to the view. Mr M did. He said BG were not independent experts but he'd be happy for an independent expert to attend and assess his drain. He provided further detail about the tool-heads BG had used and others he felt it should have used.

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.

Mr M's policy does say that an excess is paid for completed repairs. It stands to reason that as, at this time, BG hasn't completed a repair, it can't fairly demand Mr M pay it an excess. I note Mr M has his money back (from his credit card provider) and that BG ceased its debt collection activity whilst this complaint progressed. It won't now be able to resume that activity.

BG are not independent experts. But they are the only experts which have commented on Mr M's drain. We can only assess the evidence as it's presented to us and we have no opposing expert evidence to contradict what BG has told us. If opposing evidence – from a similarly qualified expert – were to exist and I found each equally persuasive then I might have required an independent expert to be appointed to give a view on the best course of repair which would be binding on both parties. But the situation with the claim and complaint here doesn't warrant that.

Mr M did send some detail to us about tool-heads. Whilst I understand why he thinks a 'saw blade' should have been used by BG, BG, as the experts, have said they used the tools they would normally use and I have no reason to doubt that is the case. I can't see why BG would knowingly seek to use inefficient and inappropriate tools which would seem fated to fail and make any repair more expensive and extensive. I'd also note though that Mr M said the operative told him that the 'spear blade' it used wouldn't penetrate the roots. Whilst Mr M says he believed that was because it was the wrong equipment, the detail Mr M sent us shows that spear blades are to be used first to penetrate the roots and make room for the cutting ('saw') blade.

I do understand why Mr M doesn't want his lawn dug up. But I also know that insurers do not opt to complete invasive and expensive work unless it is felt there is no other option. I'm satisfied that if BG felt the drain could be cleared without digging down and cutting into it, that is what it would have done. If, having reviewed my decision and his position Mr M would like BG to resume its claim activity by attending to dig down and cut into the drain then he should contact it direct to arrange that.

For completeness, I've seen discussion on this complaint about the soakaway (soakaways aren't covered by the policy). But BG accepted the claim for Mr M's blocked drain so I haven't referred to the peripheral comments and discussions that have taken place regarding the soakaway. I'm also aware that BG offered a solution to Mr M that wasn't covered by the policy. If he wants to discuss that with it further he is free to do so but I haven't mentioned it here as here I am assessing BG's insurance activity in relation to the insurance policy.

Putting things right

As mentioned above, BG will not be able to resume its debt collection activity started when Mr M claimed his £60.00 excess payment back from his credit card because works had not been completed. Of course, if BG does eventually complete work to unblock Mr M's drain and restore its flow, the parties can discuss again what is owed under the policy.

My final decision

I uphold this complaint in part. I require British Gas Insurance Limited to provide the redress as set out above (putting things right).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 October 2020.

Fiona Robinson

Ombudsman