

The complaint

Mr S and Mrs S are unhappy that their clothes were damaged because British Gas Services Limited (BG) delayed attending to a washing machine fault.

What happened

Mr S and Mrs S had Homecare Four Kitchen Appliance cover with BG. The policy is jointly held but, for ease, I will refer only to Mr S throughout my decision.

Mr S reported a fault with his washing machine on three occasions, with the final two being two weeks apart for the same fault. BG attended on each occasion, drained the machine and reported that the rinse and spin cycle was working. At the final visit, the engineer drained the water out of the machine, cleaned the sump hose and replaced the drain pump. He tested the machine was working before he left.

Mr S asked BG to cover the cost of the clothes which had been trapped in the machine and ruined while waiting for BG to attend. BG said it had attended within reasonable timescales (three to five days) and offered a small goodwill payment. Mr S asked BG again to pay £300 to cover the cost of his clothes. Because he couldn't provide any evidence of the clothes he'd lost, BG offered to meet him halfway and pay £150. Mr S rejected the offer.

Our investigator upheld Mr S's complaint. He thought that Mr S wouldn't have lost the clothes if BG had repaired the machine when it first attended. He thought Mr S's claim for the damaged clothes was reasonable and BG should pay the full £300. But he didn't think there'd been a significant delay in attending to fix the machine and the inconvenience Mr S experienced was relatively small.

BG didn't agree. It remained of the opinion that £10 goodwill and £150 for the clothes was enough given that Mr S couldn't provide any evidence of the clothes lost. BG also said the second fault could've been a new fault, so it wasn't responsible for the damaged caused between appointments.

The complaint was 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.

I've decided to uphold the complaint and I'll explain why.

The dispute here is about whether BG should compensate Mr S for the clothes damaged because they were trapped in his machine. BG doesn't think it's responsible because its engineer tested the machine was working at the end of each visit. While the final visit was only two weeks after the previous visit, it says it's not uncommon for a second and different fault to appear soon after a fault is fixed.

While I don't doubt that can happen, I think it's unlikely in this case. Mr S reported the same problem on each occasion – that his machine wasn't draining. BG replaced the drain pump on the final visit, after which the machine remained in working order. So I think it's more likely than not that if the drain pump had been replaced at the first visit, then further visits wouldn't have been needed.

Mr S says his clothes wouldn't have been damaged if BG had repaired the machine on the first visit, and I'm inclined to agree. The clothes sat in water trapped in the machine while waiting for BG to attend. Mr S says he told BG that the clothes were in the machine when he reported the fault for a second time. I've asked BG for the call recording to confirm this, but it hasn't been able to provide a copy. So, in the absence of any other evidence I have no reason to doubt that Mr S told BG his clothes were trapped. Because of this, I don't think it was appropriate for BG to delay attending to the second fault. While I wouldn't ordinarily consider a delay of three to five days too long, knowing that clothes were stuck in the machine I would've expected BG to offer some advice or try to attend sooner than it did.

In summary, I think BG could've fixed the machine at the first visit or attended the second repair sooner, either of which would've prevented damage to the clothes. So I think it's fair to ask BG to compensate Mr S for the clothes he's lost.

Mr S calculated the cost of the clothes as £300. BG offered half of that because he couldn't provide evidence of the clothes. I've asked BG whether its engineer reported seeing clothes in the machine, but it doesn't have a record of that. However, given that the work records say the engineer drained the machine, I think it's fair to assume clothes were in the drum. It's unlikely that Mr S would've run an empty cycle.

I've looked at the list of clothing items Mr S provided. It doesn't seem excessive for a single load in a machine, and the value he placed on each item seems reasonable to me. As I've decided that BG could've prevented the loss, I think it's fair for it to cover the full cost of the clothes for which Mr S is claiming.

My final decision

For the reasons given above, my final decision is that I uphold the complaint. British Gas Services Limited should:

- pay Mr S and Mrs S £300 to compensate them for the loss of clothes trapped in their machine while waiting for a second appointment for a repeat fault.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 16 September 2020.

Debra Vaughan
Ombudsman