

## The complaint

Mr K complains that Fortegra Europe Insurance Company Ltd (Fortegra) failed to repair his washing machine following a claim he made, under his household warranty policy.

Miss D is a representative for Mr K in his complaint. I'll refer to Mr K for ease.

## What happened

In January 2024 Mr K contacted Fortegra to report a fault with his washing machine, which meant it was unusable. He says multiple engineer appointments were arranged. Parts weren't ordered, which meant delays and a long period without the use of a washing machine. He says he spent around £100 a week using a launderette over this time.

In its final complaint response Fortegra says engineer sickness, and a failure to order parts caused an initial delay. It says various parts were fitted over several appointments. Unfortunately, the problems continued. Fortegra says the washing machine wasn't fixed until 8 April 2024. It says this took 80 days which is longer than it would expect. It offered Mr K £50 compensation for avoidable delays in the repairs.

Mr K didn't accept Fortegra's offer. He says the washing machine still isn't working and he doesn't think £50 covers the inconvenience and costs he's incurred. Because of this he referred the matter to our service. Our investigator upheld his complaint. She thought the repairs should've been completed much sooner. She says the business is responsible for around six weeks of avoidable delay in the repairs. And it should pay Mr K £600 compensation to cover the disruption, inconvenience and upset, as well as the cost of using a launderette.

Fortegra didn't agree. It says it accepts that Mr K incurred launderette costs. But it thought £300 was a fairer payment.

As an agreement wasn't reached the complaint has been passed to me to decide.

I issued a provisional decision in October 2024 explaining that I was intending to uphold Mr K's complaint. Here's what I said:

### *provisional findings*

*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'm upholding Mr K's complaint. Let me explain.*

*Mr K's policy terms provide for a repair of his washing machine in the event of a breakdown. Where a repair isn't possible Fortegra will provide a replacement machine. I've considered whether it treated Mr K reasonably here in line with his policy cover.*

*Mr K reported the fault on 19 January 2024. The machine wouldn't spin and couldn't be*

used. An engineer was arranged to visit on 25 January. This didn't happen due to illness. An engineer subsequently attended on 8 February. Fortegra says an admin error meant parts needed for the repairs should've been ordered but weren't. So, the engineer who attended on 19 February didn't have the required parts for the repair. Further engineer visits occurred on 26 February, 13 March, 22 March and 8 April. Apart from 22 March (when parts were needed) the attending engineers confirmed the repairs were complete on each visit. But shortly after each visit Mr K reported the fault hadn't been repaired.

Fortegra has now confirmed the washing machine is beyond economical repair. It says it is arranging a replacement. The Financial Conduct Authority (FCA) sets the rules on what we can and can't consider. The rules mean I'm only able to consider up to the date of Fortegra's final complaint response, which was on 10 April 2024. So, I can't consider what happened after this date.

Fortegra hasn't provided detailed information from its engineers. So, I don't know what the cause of the fault was, or what prevented a repair from being implemented sooner. But I agree with what it says about it taking too long to effect a repair.

From what I've read the repairs could reasonably have been completed on 19 February 2024 or a decision made to provide a replacement machine at this time. Parts were supposed to have been available for this visit. The repairs weren't completed due to the failure to order parts. I don't think it's reasonable that it took four further engineer visits to determine the machine was beyond repair.

During this period Mr K had to use a launderette. He says this cost £100 per week. He's provided bank statements to show that he withdrew regular amounts from the post office to use the coin operated machines at the launderette. I note Fortegra's comments that this doesn't show the money was used for this purpose. But I think Mr K's testimony is reasonable that he needed coins to operate the machines. I can see he used other banks to withdraw cash for larger amounts. This supports his testimony that he obtained coins to use in the launderette from the post office transactions. I think it's reasonable to accept that no receipts were provided when using the coin operated washing machines.

Having considered this point I think it's fair that Fortegra compensates Mr K for the additional costs he incurred. I've thought about a fair way to decide this.

The Office for National Statistics says the average household carries out five wash loads per week. Fortegra refers to information online that shows a wash cycle in a launderette will cost £5.50 for an 8-9kg load and £11 for an 18-22kg load. From what I can see online this appears fairly typically of the costs involved. Mr K has a large family, so I think it's reasonable to accept that he needed to use a larger machine for each load of washing. From this a reasonable estimate of launderette costs comes to £55 per week. This should apply for the period from 19 February 2024 up to 10 April. In total this is just over seven weeks.

So, I think a payment of £385 is fair to compensate Mr K for the extra costs he incurred when using a launderette.

I've also thought about the additional hassle and inconvenience Mr K was caused by making regular trips to the launderette. In these circumstances I think Fortegra should pay him £150 compensation to acknowledge the impact its delayed repair attempts had.

I said I was intending to uphold Mr K's complaint and Fortegra should pay £385 for his launderette costs and £150 compensation for the hassle he was caused.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr K didn't respond with any further comments or information for me to consider.

Fortegra responded to say it accepted my decision.

### **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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

### **My final decision**

My final decision is that I uphold this complaint. Fortegra Europe Insurance Company Ltd should:

- pay £385 for the launderette costs Mr K incurred; and
- pay £150 compensation for the hassle and inconvenience it caused Mr K.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 4 December 2024.

Mike Waldron  
**Ombudsman**