

The complaint

Mr P is unhappy with how Covea Insurance plc (Covea) dealt with some damage it caused to his piano, when it was dealing with an escape of water claim he made under his home insurance policy.

Covea appointed various agents when dealing with Mr P's claim, and it accepts responsibility for these agents. Any references to Covea within my decision include references to its agents too.

What happened

Mr P has explained that in late 2021 his property had an escape of water, which caused damage to the downstairs of his property. As his property was damaged, he made a claim with his home insurer, Covea.

It's my understanding that Covea accepted the escape of water claim. And, as part of handling that loss, Covea needed to deal with damaged contents that formed part of the claim.

Mr P has explained that an agent appointed by Covea attended his property on 29 April 2022 to collect some water damaged furniture. I'll call the agent 'R.'

Whilst collecting the furniture, R also inspected a digital piano to see whether this had suffered from water damage too. Mr P has said that when inspecting the piano, R damaged the item. Mr P said the wooden casing on the piano was scratched, and a rail on the forward edge of the keyboard cover was damaged too.

Covea accepted its agent, R, had caused damage to the piano. And so, R took the piano from Mr P's property, to fix the damage it had caused. But when the piano was returned to Mr P the damage was still present. Mr P said Covea apologised for this and offered him £150 compensation for 'loss of appearance' to the item.

Mr P was dissatisfied with this. He said at one-point Covea asked him to send in details of a replacement piano. And at another point he was told by Covea that it would source a specialist to repair his original piano instead. However, Covea didn't provide Mr P with a replacement piano, or find another specialist. Instead, Mr P said Covea wanted its original agent, R, to collect the piano and try to repair it again.

Mr P didn't consider this to be a reasonable course of action. He said R hadn't been able to repair the damage to the piano before – so couldn't see why it would be able to do this now. To resolve the issue, Mr P wanted Covea to provide him with a replacement digital piano, based on the information he had provided it, which detailed an equivalent piano to the one he originally had – as the original digital piano was no longer available to buy.

In Covea's final response letter to Mr P's complaint it said it felt the best cause of action under the circumstances was for R to collect the piano and take it to a specialist to repair.

As Mr P remained unhappy, he referred his complaint to this service for an independent review.

Our investigator originally thought Covea should provide Mr P with a replacement piano. They said the cost of this would be £5,389, which was the cost of a similar piano to Mr P's original one, based on the research the investigator did when reaching their outcome. The investigator thought this was fair because from what they understood, R hadn't been able to fix the damage, and neither had any other repairer. So, they thought the reasonable course of action was to provide Mr P with a new piano.

Covea didn't agree. It said it wanted to send the piano to a different specialist repairer (so not R) but that Mr P wasn't enabling this. Covea said the damage to the piano itself was minimal, with slight bruising to the lid, and a damaged end rail it felt sure could be replaced.

Given Covea's response, our investigator considered it to be reasonable for Covea to send the piano to a specialist repairer. Mr P accepted this resolution. But contacted this service to say Covea wasn't appointing a second specialist at all. Instead, R had contacted him to pick up the piano.

Covea said it was proving difficult to find a specialist repairer.

Our investigator then said as Covea couldn't find a specialist repairer and was only proposing for someone else from R to look at the piano again this didn't seem fair. So, they considered that Covea would need to either replace the piano or provide a cash settlement for it.

As the matter wasn't resolved, this complaint has been referred 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.

Having done so, I've decided to uphold this complaint. I've explained why below.

Covea has accepted that an agent it appointed, R, caused damage to Mr P's digital piano. So, I haven't needed to consider whether it was Covea's agent that did this or not.

As it was Covea's agent who damaged the piano, I'm satisfied it's reasonable that Covea ensure Mr P is put into the position he was in before its agent caused the damage. This being with a like for like, undamaged piano.

Covea has said it has attempted to do this and is still trying to. So, I've considered what has happened. I've done this by reviewing all of the information provided by the parties, including email correspondence. And from this, I'm aware the original agent that damaged the piano, collected it to try and repair it. But the piano was delivered back unrepaired. So, I can see why R was no longer an option to repair the item.

Covea then spoke to a specialist repairer, to see if it would be able to repair the item. And in an email to Mr P, on 13 October 2022, Covea confirmed the specialist had responded to it, and said it wouldn't be able to repair the item either. So, I'm satisfied that at this stage Covea had attempted to repair the piano through two different agents, and this proved unsuccessful.

I haven't seen any evidence within the file that suggests there was another repairer that was located, who would be able to repair the damage caused. As Covea hadn't been able to repair the damage to Mr P's piano, I'm satisfied it needed to find an alternative way to compensate Mr P for his loss.

On 13 October 2022, Covea asked Mr P to send in the details of a like for like replacement piano, which Mr P provided. I think that Covea looking to replace the piano was reasonable at this stage – it hadn't found any avenues to return the piano to an undamaged state through another method. And based on what I've seen, including recent correspondence, Covea still hasn't found another method to repair the piano. So, I think that replacing the piano is a fair and reasonable way to resolve this complaint. It means Mr P is put back in the position he was in before R damaged this piano.

Mr P provided Covea with details of what he said was an equivalent digital piano on two occasions – on 15 July 2022 and 13 October 2022, noting he had asked a piano specialist for details of a nearest equivalent item, given the piano he originally purchased is no longer available. The piano detailed was a Yamaha CVP-805.

Covea hasn't said the item Mr P has suggested isn't an equivalent item or made any suggestion that it can source Mr P's original piano. Given this, I think it's fair and reasonable for Mr P to be provided with the piano he has explained is equivalent to his original one. This being the make and model detailed above.

Covea has more recently told this service that it would like R to collect the piano again and reassess it. But this is only a 'reassessment' and provides no assurances that R will be able to repair the damage – it wasn't able to do so before. So, I agree with our investigator that this doesn't seem fair. Covea also hasn't shown that any other repairer will be able to restore the piano to its pre-damage condition either. So, I don't find this to be a fair resolution to this complaint.

I'm aware that at one stage Covea offered compensation to Mr P for 'loss of appearance' to the piano – rather than for a repair or replacement. I don't find that to be a fair resolution either. It doesn't place Mr P back in the position he was in, before Covea's contractors damaged the piano. And Covea has suggested that if Mr P used the piano, and forced the lid, it would continue to damage the piano. So, I don't think it would be reasonable to suggest Mr P accept a 'loss of appearance' settlement, knowing that Mr P wouldn't be able to use the piano as designed, with the potential for even further damage to be caused as a result of the original damage not being fixed.

Linked to the possibility of causing further damage to the piano, Covea has said the original damage caused by its contractor was minor. And that it thinks Mr P has already caused further damage to the piano, by forcing the lid. It says Mr P assured it he wouldn't cause any further damage to the piano. I've thought about this point. But I'm satisfied it doesn't make any difference to the outcome of this case. Covea hasn't shown it would have been able to repair the original damage anyway.

My final decision

Given the above, my final decision is that I uphold this complaint. I require Covea Insurance plc to either:

- Provide Mr P with a replacement piano – this being a Yamaha CVP-805; or
- Pay Mr P a cash settlement which enables him to purchase the Yamaha CVP-805 himself.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 30 May 2023.

Rachel Woods
Ombudsman