

## **The complaint**

Mrs J complains about the actions of Royal & Sun Alliance Insurance Limited (RSA) whilst dealing with a claim she made under her home insurance policy.

Mrs J has made several complaints to RSA which relate to this claim. Some of these issues were dealt with by our service under a separate complaint. In this decision, I will be considering her concerns about damage she says occurred when her piano was returned to her property.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in my decision, any reference to RSA includes the actions of the agents.

## **What happened**

In mid-2022, RSA arranged for Mrs J's piano to be returned to her property after being kept in storage. Mrs J complained that the men who delivered it to her dropped it whilst trying to carry it upstairs and then tried to pull it up. She said this caused damage to the piano and staircase woodwork and had stained her carpet.

RSA's contractors disputed dropping the piano, but RSA arranged for Mrs J's carpet to be cleaned and her newel post to be redecorated as a gesture of goodwill. It also paid her £100 to compensate her for delays in the work being carried out. RSA didn't agree to pay for repairs to Mrs J's piano, but it offered her £50 towards the cost of a French polish as a gesture of goodwill.

Our investigator looked into Mrs J's concerns and considered the steps it had already taken to try to put things right. He didn't think there was enough evidence to show that RSA's contractors had damaged Mrs J's piano. He thought RSA's offer to contribute towards the costs of a French polish was reasonable. However, he recommended RSA pay Mrs J an additional £100 for the delay in sorting out the carpet cleaning and redecorating.

Mrs J said the contractors who came to repair the newel post had confirmed that the piano had been dropped. She said the damage sustained to her home was made clear to the contractors on the day it happened, but they told her to contact RSA and it was not policy to write it on the inspection sheet. She said they told her she was not allowed to do that.

Our investigator passed Mrs J's comments on to RSA and asked if it could gather more information about what the contractors discussed with Mrs J when they visited her in December 2022. RSA had some difficulty obtaining further information regarding this. However, it's since told us that the contractors dispute saying to Mrs J that the piano was dropped.

RSA agreed to our investigator's recommendation to pay Mrs J a further £100. However, this wasn't enough to resolve Mrs J's concerns. She said basic piano polishing starts from £950 and she asked that RSA contribute more. She said RSA's own photos show no damage at the start and significant damage after the delivery of her piano. She said RSA's contractors

had deliberately dropped her piano and were lying about it. So, the complaint has been 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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Mrs J has told our service, but I'll be keeping my findings to what I believe to be the crux of her complaint. I wish to reassure Mrs J I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Mrs J says that when her piano was returned to her from storage in July 2022, RSA's contractors dropped it, marking her carpet and causing damage to the piano and newel post at the bottom of her stairs.

RSA's contractors dispute dropping the piano. They commented that the piano was export wrapped and wouldn't have marked the carpet.

I've seen a photograph showing that the piano was export wrapped on the date it was removed from Mrs J's property and Mrs J has confirmed the piano was wrapped when it was returned to her. It's unclear how the carpet was marked. However, RSA has paid for it to be cleaned, so I haven't considered this further.

Mrs J has provided several photographs which she says show damage RSA's contractors caused to her piano. There are a number of marks on various parts of the piano. However, I can't see any obvious signs of damage that indicate the piano was dropped.

It's difficult to compare the photographs Mrs J has sent of the damage to her piano with those that were taken by RSA's contractors prior to it being removed from her property. Some of the damage in Mrs J's photographs is on parts of the piano that are obscured in RSA's photographs. So, I can't see if it was pre-existing. However, I can see some scratches and scuffs in RSA's photos from before the move. So, I don't think the piano was in perfect condition before it was removed from Mrs J's property.

It's possible that RSA's contractors dropped the piano. However, I haven't seen strong enough evidence to conclude that RSA is responsible for the damage Mrs J is claiming compensation for. RSA hasn't accepted liability for the alleged damage. It arranged for Mrs J's carpet to be cleaned and her newel post to be redecorated as a gesture of goodwill.

I appreciate Mrs J strongly believes that RSA should pay for her piano to be polished and retuned. However, as I'm not persuaded that RSA is responsible for the alleged damage, I don't think it would be fair for me to tell it to do this. I think the £50 it's offered to pay Mrs J to go towards a French polish for the piano in attempt to resolve matters for her was reasonable.

The carpet was cleaned, and the newel post was redecorated around five months after Mrs J first raised her concerns. It looks like there were some difficulties arranging this because of Mrs J's limited availability. I can see that RSA arranged for the work to take place on a

Saturday with both the carpet cleaning and decorating being carried out on the same day to minimise the inconvenience for her. However, RSA has acknowledged being responsible for some of the delay in getting things sorted out. It's paid Mrs J £100 and has accepted our investigator's recommendation to pay her a further £100. I think this fairly recognises any distress and inconvenience RSA caused Mrs J in relation to this matter. So, whilst I appreciate this will be disappointing for Mrs J, I haven't found reason to award her compensation above the amount our investigator recommended.

### **Putting things right**

RSA should pay Mrs J £150 (including the £50 it offered to be put towards the cost of a French polish).

### **My final decision**

For the reasons I've explained, I uphold Mrs J's complaint and direct Royal & Sun Alliance Insurance Limited to pay Mrs J £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 1 August 2023.

Anne Muscroft  
**Ombudsman**