

## **The complaint**

Mrs M and Mr M have complained that Advantage Insurance Company Limited unfairly rejected part of a claim for malicious damage under a home insurance policy. They're also unhappy with the way their claim was handled.

As the claim and subsequent complaint have largely been handled by Mr M, I'll just refer to him from now on.

## **What happened**

One night someone attacked Mr M's front door and bay window with a hammer. The incident was caught on CCTV. Mr M is a vulnerable gentleman with other vulnerable family members living in the home.

He made a claim to Advantage. It accepted the claim and sent a surveyor to inspect the damage. The surveyor reported that two leaded units in the front doors and one leaded unit in the bay window had been smashed. He thought the doors and windows could be reinstated to their pre-loss condition just by replacing the glass. He said the other damage to the doors and window was down to wear and tear.

Mr M disagreed. He thought the front doors were now structurally unsound as a result of the attack. He also said the locking mechanism and handles had been broken during the incident. He wanted Advantage to cover this damage as well and waive the policy excess.

Advantage sent the surveyor back to reassess the damage. He believed that the additional damage described by Mr M had been present before the attack. Advantage said the policy didn't cover wear and tear.

Mr M referred his complaint to this service. Our Investigator didn't uphold it. He didn't think Advantage had treated Mr M unfairly.

As Mr M didn't agree, the matter has been referred to me.

## **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.

Firstly I'd like to express my sympathy for Mr M and his family having what must have been a very frightening attack on their home. I've watched the CCTV clip which shows a man striking the doors and windows with a hammer. The attack lasted less than a minute. Advantage accepts that such an attack occurred.

What is in dispute is the extent to which the damage to the doors and window is wear and tear which isn't covered by Mr M's policy.

Advantage's surveyor reported that the hinges on the front doors had dropped and the sash had moved prior to the incident which he thought was supported by the render showing no signs of any recent movement. The surveyor also said the lock mechanism was old and only moved halfway. Given the old grease present on the lock, he thought it had been like that for many years. Mr M didn't have a key for the lock. I think the photos taken by the surveyor support his opinion.

The surveyor also didn't think smashing one glazed unit of the bay window would have caused the other units in the bay to have broken seals and mist up. He believed the doors were over 20 years' old and the window 30 years' old.

Without any evidence to counter the surveyor's opinion, I find it difficult to hold that this additional damage was caused by the incident. I don't think it was unreasonable for Advantage to rely on the expert opinion of its surveyor to decline this part of the claim.

As I don't think Advantage has treated Mr M unfairly, I see no reason for it to waive the policy excess. It is also not obliged to seek to recover this from the person who caused the damage.

Mr M is also unhappy that Advantage sent the same surveyor back to his home to review his original assessment despite Mr M having complained about him after the first visit. I haven't seen any evidence that the surveyor acted improperly or unprofessionally during his visits. So it was up to Advantage to decide who it wanted to use to investigate the claim. There was also no reason for the surveyor to try to minimise the claim when his firm might well have been used by Advantage to repair the damage.

In summary, while I'm sorry that Mr M has had such a distressing experience, I don't think Advantage has treated him unfairly or unreasonably.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 15 October 2025.

Elizabeth Grant  
**Ombudsman**