



Civil Resolution Tribunal

Date Issued: July 14, 2021

File: SC-2021-002072

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Jung v. Peace Hills General Insurance Company*, 2021 BCCRT 770

B E T W E E N :

HONGCHUL JUNG

APPLICANT

A N D :

PEACE HILLS GENERAL INSURANCE COMPANY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is about coverage under a home insurance policy.
2. The applicant, Hongchul Jung, has a homeowner's insurance policy with the respondent, Peace Hills General Insurance Company (Peace Hills). Mr. Jung says his personal tools were in his work truck when it was stolen from the truck's parking

spot on the road. He says Peace Hills has refused to reimburse him for the loss of his personal tools, under his insurance policy. Mr. Jung claims \$4,000 for the tools.

3. Peace Hills says Mr. Jung's loss is not covered under his insurance because the tools were not on his premises when they were stolen, as required under the policy.
4. Mr. Jung represents himself. Peace Hills is represented by an employee.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether Peace Hill must reimburse Mr. Jung for his stolen tools and, if so, how much?

EVIDENCE AND ANALYSIS

10. In a civil claim like this one, the applicant Mr. Jung must prove his claim on a balance of probabilities. I have reviewed the parties' submissions and weighed their evidence but only refer to that necessary to explain and give context to my decision. Mr. Jung chose not to provide reply submissions, despite having the opportunity to do so.
11. Mr. Jung is a Heating, Ventilation, and Air Conditioning (HVAC) technician. He regularly parked his work truck on the street near his residence because the truck did not fit under the parking gate in his apartment complex. On February 13, 2021 Mr. Jung's work truck was stolen, along with Mr. Jung's personal tools, which he stored in the vehicle. Mr. Jung made a claim for reimbursement of the tools with Peace Hills, which Peace Hills has denied. None of this is disputed.
12. Mr. Jung says the tools are his personal tools which he purchased and so they should be covered as personal property under his homeowner's insurance policy. He refers to the policy's clause 5 of Coverage C – Personal Property, which says Peace Hill covers personal property stored anywhere other than the "premises" for a period of 90 days, from the date it was first stored. He says he first stored the tools in the truck 83 days prior to the theft, the day after he graduated from college.
13. It is undisputed that "premises" refers to Mr. Jung's apartment residence. Under Coverage C -Personal Property "personal property" is defined as something "you own, wear, or use which is usual to the ownership or maintenance of the dwelling" (reproduced as written). Mr. Jung says he uses his personal tools for work, but also uses them at home to fix appliances, plumbing issues, drywall, and build furniture. I infer Mr. Jung argues that his tools meet the definition of personal property in his insurance policy. As explained below, I find tools are specifically addressed

elsewhere in the insurance policy and so are not covered under the general clause 5 of Coverage C – Personal Property.

14. In particular, the insurance policy specifically addresses tools under a subheading “Special Limits of Insurance”, under Coverage C – Personal Property. Clause 1 of this subheading says that Peace Hill insures tools “pertaining to a “business”, profession, or occupation, but only while on your premises...”. It is undisputed that Mr. Jung’s tools were not at his premises when they were stolen. So, I must consider whether Mr. Jung’s tools pertain to a “business”, profession or occupation.
15. “Business” is defined in the policy to include any pursuit undertaken for financial gain owned by “you” and operated on or from the premises. There is no indication that Mr. Jung runs his own HVAC business. Rather it appears that he works for a company and stores his own tools in the work truck. So, I find Mr. Jung’s tools are not “business” tools. However, I find the tools pertain to the occupation of an HVAC technician because Mr. Jung admittedly uses them in the course of his work as a technician.
16. Peace Hill argues that some tools, such as Mr. Jung’s identified refrigerant manifold gate with hoses, would only be used for HVAC work. As Mr. Jung does not dispute this, I accept it as true. I find Mr. Jung’s submitted receipts show that he purchased some of his tools at refrigeration supply companies. I find this indicates those tools likely pertain to the HVAC technician occupation. This supports my finding that Mr. Jung’s tools “pertain to” the occupation of HVAC technician.
17. On balance, I find clause 1 of the Special Limits applies to Mr. Jung’s claim. As Mr. Jung’s tools were not on his premises, or in his apartment, when they were stolen, I find they do not fall within the coverage limits of clause 1. So, I find Peace Hill is not required under the insurance policy to reimburse Mr. Jung for the cost of his tools that were in the stolen work van. I dismiss Mr. Jung’s claim.
18. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Jung was unsuccessful in his claim, I find he is not

entitled to reimbursement of any CRT fees or dispute-related expenses. As the successful respondent, Peace Hill did not claim any dispute-related expenses.

ORDER

19. I dismiss Mr. Jung's claims and this dispute.

Sherelle Goodwin, Tribunal Member