

Case 7
Type of Insurance: Household

The Complaint

The complainant discovered that a canopy and a set of garden furniture on the roof of his home were damaged by typhoon. He then submitted a claim to the insurer for the repair cost incurred under his household insurance policy.

Since the canopy and the garden furniture set were installed or placed on the roof of the building, but not contained within the insured premises, the insurer declined to pay the related repair cost.

The complainant contended that the garden furniture set was enclosed within his home by the roof canopy and surrounding wall. In fact, the roof garden was an integral part of his home and the items damaged were contained within his home.

Findings of the Complaints Panel

The Complaints Panel noted that the policy is intended to cover accidental loss of or damage to household contents and personal effects whilst contained within the home. According to the policy provisions, “home” refers to “the private house or self-contained flat at the insured address... used by the insured’s household as their main dwelling”.

Although the canopy and the garden furniture set were property owned by the complainant and were damaged by typhoon, such items were installed or placed on the roof, which is an open area, and not “within” the complainant’s home.

Ruling of the Complaints Panel

Given that the claim fell outside the policy coverage, the Complaints Panel ruled that the insurer was not liable for the related repair cost of about HKD13,500.

Message from the Complaints Panel

All insurance contracts contain an insuring clause which specifies the types, the causes and the nature of loss for which the policy will cover. If the claim is outside the scope of policy coverage, the insurer will not be liable to the claim.