

NEWSFRONT

GREEK SHIPPING INTELLIGENCE

30 June 2017

Vol. 18 / No. 25



LEGAL OPINION

Marine Insurance

A speed boat sailing negligently caused injury to an individual swimmer. The boat was traveling above speed limit allowed and closer to the shore line than permitted under applicable regulations.

The injured individual sued both the boat's owner (and driver of the boat) and his insurance company. The latter invoked a term in the insurance policy providing that the insured should observe applicable sailing limits and regulations provided for boats like the one in question, and claimed the insurance cover was suspended because of the breach of this term.

However, the insurance contract had a specific clause under "exclusions", which listed reasons for inapplicability of the policy; breach of above term was included in these, and accordingly the insurance company was found liable to pay insurance remuneration.

Piraeus One-member Court of Appeal Judgment no 515/2015, Judge: I. Apostolopoulos, Attorneys at law: D. Kaligeros, Chr. Karabayias, Maritime Law Review vol. 43, p. 370.

NOTE: The mere breach of a policy clause by the insured, in the specific case did not lead to suspension of cover. This was because in the specific chapter of the policy providing for exclusions, there was no reference to such a breach. So, the parties were deemed to having deliberately omitted to include such breach, thus not leading to suspension of the policy.

*The legal column was written by Manolis Eglezos, Attorney at law,
Manolis Eglezos & Associates Law Firm, Attorneys at Law and Consultants*