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LEGAL OPINION

Marine Insurance / Perils of the Seas

The insurance cover does not extend to any event which takes place in the sea, and does not include the normal action of wind and waves. Peril of the seas covered by the policy is the event which occurs due to unusual action of the wind and waves, so that it constitutes an unforseen and inevitable result, and it must be of the seas, not merely on the seas.

Such factors should be present in case of penetration of sea water in the vessel, for her damage to be covered under the insurance policy. Fault of the insured or fair wear and tear are not within the concept of Perils of the seas.

Further, the insured party which invokes damage due to perils of the seas, should prove that such peril was the proximate cause of the damage.

Piraeus One-membered Court of Appeal Judgment no 36/2025, Judge: G. Panagiotopoulou, attorneys at law: E. Anagnostou, A. Tsakiri, NOMOS legal platform.

NOTE: Where the evidence shows more probable causes for the damage, the insurer should prove that his cause preponderance of probability over the one invoked by the insured, as to the proximate cause of the damage.

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