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LEGAL OPINION

Marine Insurance

A user of a pleasure boat facilities was injured during the use; he sued the boat owner and damages were awarded to the injured party.

The pleasure boat owner invited formally the insurance company to participate in the dispute, so that they would pay the damages awarded.

The boat owner had insured two pleasure boats, in identical terms, with the above insurance company. However, in the formal invitation, the insured-boat owner, had not mentioned the name of the insured boat, although invoking the insurance policy terms.

From the above facts, the Court could not define which insurance policy was applicable, failing the name of the insured vessel. Accordingly, it rejected the formal invitation against the insurance company.

Supreme Court Judgment no 540/2024, Judges: Th. Kanellopoulos, vice-president of the Supreme Court, K. Babalidis, P. Venizeleas, Cl.-D. Kokkoros (rapporteur judge), P. Goudi-Nine, attorneys at law: G. Alexopoulos, T. Lessis, Ch. Plegkas, NOMOS legal platform.

NOTE: Insurance Company was formally invited as 'procedural guarantor'. It would be the party which, in the normal course of action, would have to remunerate the insured party. Here they avoided payment due to the omission of the insured party to specify the boat insured.

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