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LEGAL OPINION

Marine Insurance – Terms Beyond Insurance Request

A yacht was insured pursuant relevant request. Institute Yacht Clauses applied, providing among other terms, that repairs should be effected by maker or his representative or authorized repairer.

Insurance remuneration claim having arisen, the Insurers denied payment for breach of above clause.

The owner sued alleging that such clause was not within the insurance request.

However, the Court rejected the claim, on the grounds that there was an expressed right to object to clauses beyond the insurance request, within one month from conclusion of the insurance policy. This was in bold font on the first page of the specific policy. Such right was not exercised and owner's claim was rejected.

Supreme Court Judgment no 1520/2018, Presiding: A. Papantonopoulou, Rapporteur Judge: M. Chatzigeorgiou, Attorneys at law: N. Mousas, P. Karamitsios, Maritime Law Review vol. 46, p. 321.

NOTE: The non-exercise of the right to object was judged on the person of the insurance broker involved from the side of owner / insured. He did not object within one month, and, being a servant of the insured party, he bound the latter through his lack of objection within one month.

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