

NEWSFRONT

GREEK SHIPPING INTELLIGENCE

15 May 2020

Vol. 21 / No. 19



LEGAL OPINION

Marine Insurance - Subrogation

Insured party sustained a damage from a peril insured against and received insurance remuneration.

It then sued the guilty party. The latter alleged that claimant was not entitled to sue, since they had received insurance remuneration.

According to their view, the underwriters could only sue, applying the doctrine of subrogation.

The court examined, under the light of applicable opted English Law, the allegations and found that no assignment of the claim had taken place from the insured to the underwriter when the lawsuit was filed. Accordingly it rejected the allegation and accepted the insured party as litigant.

Piraeus Court of Appeal Judgment no 665/2018, President: D. Tsoutsani, Rapporteur Judge: A. Anastasiou, Attorneys at law: A. Koutsoukas, I. Tzifas, Maritime Law Review vol. 46, p. 323.

NOTE: The insurance contract was submitted to English law. Under such law, subrogation occurs only following assignment. The situation is different under Greek law, where subrogation is automatic. If Greek law applied, the allegation of the guilty party would have been accepted.

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