

A case of very large colliflower.



This article is about a provision in policy conditions that is common, namely with respect to electrolytic corrosion. This is usually excluded from coverage, sometimes explicitly and sometimes under the heading "gradual external influence". The following case shows that there are also situations in which you as a boat owner are still entitled to a damage payment/coverage.

When Mr. Smits put his Bavaria 300 Sport on shore, it appeared that large 'cauliflowers' had bloomed on the Z-drive. The beginning of a fight to recover this corrosion damage. Immediately after Smits noticed the corrosion on his drive, he reported the damage to his intermediary. The insurer commissions an expert opinion. It turns out there was a complete short circuit between the Z-drive and the earth of the shore power connection. This was caused by a ground wire between the battery charger and the engine block. The expert concludes that there is a damage as a result of a slowly working influence. Normal wear and tear, in other words - and the insurer therefore rejects the claim. Smits, on the other hand, argues that it is a case of an external calamity - just the sort of thing you take out insurance for. The insurer again rejects the claim, arguing that there has been electrochemical corrosion ('rusting' of the aluminum) due to the gradual effect of polluted water off the boat.

Subsequently all sorts of agencies and experts carry out investigations. One expert concludes that the direct earth connection of the shore power supply via the battery charger to the engine causes the installation to be electrically 'stuck' to the surrounding vessels. This expert concludes that such damage could have occurred in such a short time (7 months), because at some point other neighboring ships were moored next to Smits: two steel ships where a wooden and a polyester yacht were previously moored. The Z-drive, largely made of aluminum, acted as an anode for these steel vessels. An arbitrator is appointed. He concludes that there has been an unfortunate coincidence of circumstances, partly due to the use of incorrect anodes and the presence of the steel ships. But without the through connection of the earth to the engine, while there is no isolating transformer between them, the damage would not have occurred.

Still, the insurer rejects the claim 'on automatic pilot', because of the mentioned gradual effect of moisture. Smits was also blamed for not taking sufficient care of his ship. Smits could not get anywhere and called in Mr. Hommersom. He has an impartial expert appointed by the court (we are now over two years further on). This expert states: "The cause is a combination of electrolytic corrosion caused by the voltage difference between the shore earth and the water in which the ship is located, and electrolytic corrosion caused by stray current as a result of mooring steel ships in the immediate vicinity. The corrosion is extreme." He also draws the conclusion that Smits took good care of his ship. Still the insurer refuses and Smits sues. His contention remains that the damage is covered by the policy conditions, because it is an external calamity. Moreover, it does not fall under the gradual effect of moisture, and therefore cannot be excluded by relying on that policy condition.

The court ultimately has to determine exactly what "gradual action of moisture" is, and goes on to explore that description further. This leads to the conclusion that this is the case when moisture penetrates into a certain material, causing damage to that material from the inside.

The court did not allow the insurer to use the proposition that corrosion by definition implies a gradual effect of moisture as a reason to reject the claim. At most, moisture was one of the factors. With the expert's conclusion in hand, the court confirmed that the corrosion was caused by the tension difference between shore earth and the water in which the ship was lying.

The court also follows the statement that Smits has maintained his ship well. The court also concluded that in case of doubt about the interpretation of policy conditions drawn up unilaterally by the insurer, they must be interpreted against the insurer. There have been rulings about this before. So the insurer had to pay the damage to Smits. Between the first claim and the judgment of the court was more than 3.5 years!

Tip: Electrolytic corrosion is more common than you think. Check whether the on-board installation is properly connected. Also check the anodes and pay attention when neighboring vessels are replaced by vessels of a different material, especially if it goes from non-metal to metal.

Unsullied advice.

Hommersom has a clear motto: "You are entitled to a lawyer who tells it like it is! " He describes his experiences in various water sports oriented media.

