

대형해양구조물에서 잠재하자에 따른 보험구상에 대한 연구

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A Study for Insurance by Latent Defect on the Large Scale Marine Structure

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핵심용어 : 대형해양구조물, 해상보험, 잠재하자, 보험구상, 정산

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I. Introduction

02 Purpose of Research

Latent defects insurance provides a single point through which to recover the costs of repairing, replacing and or strengthening the premises following discovery of an inherent defect that causes damage or threatens the structure's imminent collapse, but it typically excludes a variety of non-structural fittings and infrastructure as well as any consequential losses or economic loss.

However, providing the limitations and cost are acceptable, and the policy is properly taken out, insurance provides a secure and straightforward alternative to relying on the contractual provisions of warranties, building contracts and appointments.

III. Main Issues with Case Study

01 Main Issues

The insurer will either appoint a surveyor (at the insured's expense) to visit the works and certify them on completion, or rely on Building Regulations approval (depending on the policy) to determine whether to offer cover.

Policies typically penalise those who under insure their property by not fully declaring the build cost. Penalties, known as 'Average' provisions calculate the amount by which the premises were under insured and proportionately reduce the amount of any payment made under the policy.

The Insurer will often have a right to recover any sums it pays to the insured by starting an action at its own expense in the insured's name to exercise any right the insured has to make a recovery from a third party (such as under a warranty).

The Insured should not do anything that would diminish the insurer's rights after the policy is taken out and if the insured subsequently recovers any monies which reduce the insured loss (whether before or after the insurer pays out on the claim) it must then account to the insurer for such sums.

II. Definition of the Latent Defect

01 What is latent defect insurance?

1) Latent defect vs. Patent defect

- ❖ **Latent defects** are defects that are **Not Detectable** through **Reasonable Inspection** and are **Manifested over a Period of Time**.

- ❖ **Patent defects** are defects detectable through **Reasonable inspection**.

Broadly, a defect is anything that renders the works (or a thing) unfit for the use it was intended for, when used in a reasonable way and with reasonable care. In the context of a construction contract, work may be defective if it is not carried out in accordance with the contract.

IV. Conclusion

1. If an accident occurring in a large ship or an offshore structure is considered to be a **potential defect**, additional **special provisions** shall be stipulated in order to ensure the potential damage during the insurance contract.
2. Generally, if the owners are changed and the insurance is re-contracted, it is necessary to specify the period even for the ship, because the general building is **covered by the five-year guarantee**.
3. In order to investigate the accident, the insurer and the insured person should mutually **agree to participate in the related experts** at the same time to **establish transparency of the investigation process and reasonable insurance settlement**.

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