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Extreme Weather in Port: Damage to Yachts and Port Infrastructure, Insurance Coverage and Best Practice

INDUSTRY INSIGHT

Marina Perspective | Contributor: **Salvatore La Mura / CEO, Marina di Stabia S.p.A.**



Extreme weather events affecting marinas and tourist ports raise concrete issues concerning damage to yachts and port infrastructure, insurance coverage and operational responsibilities. This paper provides a practical analysis of the implications for port operators and yacht owners, focusing on the mandatory natural catastrophe insurance scheme (so-called “Cat Nat”), the critical aspects of Hull policies in the event of mooring damage, and the evolving role of the Marina as a prevention and coordination hub.

1. From “Exceptional Event” to Risk Management: What Has Really Changed?

In January, several marinas, port facilities and operators in Sicily, Sardinia and Calabria were severely tested by adverse weather conditions. Heavy sea swell and violent gusts associated with Mediterranean cyclone “Harry” caused significant damage to port infrastructure and numerous vessels moored in port.

The point is evident: in the Mediterranean basin, coastal weather risk is becoming increasingly recurrent, requiring a shift in approach.

Public debate still tends to describe extreme weather events as “exceptional”. However, their growing frequency makes such qualification progressively less useful from an operational standpoint. Although meteorological science and forecasting continue to improve, local variability and intensity of natural phenomena remain critical factors.

In this scenario, merely invoking unpredictability is no longer sufficient. The focus shifts to the ability to implement reasonable and replicable measures capable of mitigating damage severity and ensuring adequate indemnification mechanisms.

When extreme weather affects port infrastructure and vessels at berth, risk management in tourist ports develops across three interconnected levels:

- the legal framework governing the mooring relationship;
- the insurance arrangements of operators and yacht owners;
- the role of the Marina as a centre of coordination and operational prevention.

2. Mooring Agreements and Vessel Protection: A Practical Legal Premise

Case law generally qualifies the mooring agreement as an atypical contract, which may resemble either a lease of a “berth” or, where specific services are provided, a form of custody.

In practical terms, custody is not presumed: it depends on what is contractually agreed and what services are actually rendered.



For the yacht owner, the consequence is immediate and concrete: vessel protection primarily relies on active personal oversight (inspection of mooring lines, monitoring weather alerts, securing the yacht appropriately), without prejudice to the value of services provided by the Marina.

This realistic interpretation of the mooring relationship does not aim to shift liability, but rather to clarify where prevention truly takes place: in the hours preceding the event and in the quality of evidence collected immediately afterwards.

(Note: this topic is addressed in greater detail in a previous contribution available on the Firm's website.)

3. Operators' Perspective: Mandatory Cat Nat Insurance and the Coastal Coverage Gap

The 2024 Budget Law (Law No. 213/2023) and Ministerial Decree of 30 January 2025 introduced a mandatory insurance scheme against natural catastrophes ("Cat Nat") for many Italian enterprises.

The rationale is to strengthen the resilience of the national productive system against natural disasters such as earthquakes and floods, transferring part of the systemic risk from public finances to the insurance market. Cyclone "Harry" represented the first significant stress test of the new framework.

In a peninsula country with more than 8,000 kilometres of coastline, the event highlighted that sea- and wind-related risks have not been structurally included within the mandatory coverage perimeter.

The Cat Nat scheme exhaustively identifies the covered events: flood, earthquake and landslide.

Conversely, the following events are not currently included within the mandatory Cat Nat coverage:

- storm surges and sea swell;
- tidal phenomena;
- meteorological events resulting from the combination of wind and wave action (such as coastal cyclones or waterspouts);

From an operational perspective, a coastal enterprise that has complied with the mandatory Cat Nat requirement may nevertheless remain exposed to damage arising from marine events not falling within the legal definition of "flood". Cat Nat therefore represents a first layer of protection, but not necessarily an exhaustive solution for port and coastal operators. Furthermore, compliance with the insurance obligation is linked to eligibility for public grants and financial incentives. Coverage is therefore not merely a risk transfer instrument, but also a systemic regulatory requirement.

Recent emergency legislation (the so-called "Bad Weather Decree") has sought to address certain coordination gaps between public relief mechanisms and private insurance tools, including through the



introduction of a specialised insurance expert tasked with qualifying the damaging event in accordance with statutory and contractual definitions.

For marinas, formal compliance alone does not exhaust strategic risk assessment. Resilience depends on the integration of appropriate insurance coverage, infrastructure maintenance and operational protocols.

4. Yacht Owners' Perspective: Hull Policies and Port Damage – The Checks That Matter

Where a vessel suffers damage while moored during a severe weather event, the relevant coverage is typically the Hull policy. Practice shows that disputes frequently arise from misalignment between the actual risk exposure and the scope of coverage. Three areas require preventive review:

- The definition of the insured event and the treatment of sea swell, storm surge and weather-related phenomena;
- Deductibles and sub-limits;
- The insured's obligations (reasonable mitigation measures, prompt notification, cooperation during loss adjustment).

An ex ante review reduces the “false sense of security” effect and allows the insured to structure documentary strategy correctly from the outset. In the event of loss, speed and order in gathering evidence often determine whether claims handling remains smooth or becomes contentious.

Operational Safeguards with Insurance Relevance

In the presence of weather alerts, particular importance should be given — also from an insurance standpoint — to:

- verification and reinforcement of mooring lines in accordance with berth characteristics;
- inspection of friction points and bollards;
- pre-event photographic documentation of the vessel's condition;
- prompt communication with both the Marina and the insurer.

Technical prevention affects not only the probability of loss but also the management of insurance coverage.

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In the current climate scenario, a Marina is no longer merely a docking infrastructure but an operational node within the port–owner–insurance system. Weather risk management does not end with reaction to an event; it is structured through replicable organisational practices. Recent experience confirms the value of certain organisational choices particularly appreciated by yacht owners:

Planned Maintenance and Supervision

- periodic inspections of pontoons, bollards and mooring systems;
- traceable maintenance plans for port infrastructure.

Proactive Communication

- timely alerts to berth holders in case of weather warnings;
- operational guidance on securing vessels.

Prevention Culture

- dissemination of best mooring practices;
- cooperation with sector professionals (brokers, surveyors, legal advisors).

Insurance Integration

- dialogue with the insurance market to assist users in understanding the actual scope of coverage.

This approach strengthens owners' trust and positions the Marina as a reliable partner focused on safety and operational continuity.

5. Conclusions: Prevention, Insurance and Cooperation as Market Standards

Extreme weather can no longer be considered merely an exceptional occurrence.

In this context:



- for operators, Cat Nat represents a first layer of protection to be integrated with targeted coverage;
- for yacht owners, Hull policies must be aligned with the actual risks associated with mooring;
- Marinas can play a systemic role by promoting maintenance, information and a culture of safety.

Sector resilience arises from the integration of adequate coverage, informed conduct and shared best practice.

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