



**QUESTIONNAIRE ON THE INSURANCE METHODS  
APPLICABLE TO THE TRANSPORT OF GOODS BY ROAD**

## **BELARUS**

**Information provided by: Association of International Road Carriers «BAMAP»,  
Belarus**

**1. Which legal bases refer in your country to the insurance of the transport of goods by road:**

- a. for national transport?**
- b. for international transport?**

Regulation on insurance activity in the Republic of Belarus, approved by the Decree of the President of the Republic of Belarus dated August 25th, 2006 № 530 (further - Regulation).

The Civil code of the Republic of Belarus.

The Decision of the Ministry of Finance № 80 of 22 May 2003 which approved models for insurance policies and the instruction for filling and using the insurance policies.

**2. Is this regulation of imperative nature?**

Yes.

**3. Does the national regulation make a distinction between an insurance concerning the damages suffered by the goods and an insurance linked to the contractual liability of the transport operator?**

Yes. According to the item 4.2 of the Regulation above the insurance of goods and insurance of a civil liability of the carrier and forwarder are types of voluntary insurance.

**4. If the answer to question 3 is positive, is it possible to foresee the two types of insurance in the same contract?**

In practice, a separate contract should be concluded on each kind of insurance.

**5. Is there a model of insurance contract for these types of insurance?**

Yes.

Established by the Decision of the Ministry № 80 of 22 May 2003. The policies must be created on the basis of these models and registered by this Ministry before being used.

**6. If the answer to question 5 is positive, does this model have to be systematically respected by insurance companies?**

Yes, on the basis of the models insurance companies create insurance policies which must be registered by the Ministry of Finance before being used.

**7. Which of these two insurances is most frequently contracted:**

**a. by the transport operator?**

Contractual liability of transport operator according to CMR Convention.

**b. by the freight forwarder?**

Contractual liability of transport operator according to CMR Convention.

**8. In practice, does the consignor generally insure his goods?**

Yes, depending on the value of the goods.

**9. What is the legal basis for the recourse by the insurer against the person responsible for the damage (including the transport operator)?**

According to the article 855 of the Civil code of the Republic of Belarus if the contract of property insurance and responsibility insurance does not provide other, the insurer who has paid insurance compensation, gets within the paid sum the right of the request which the insured (insurance beneficiary) has to the person responsible for losses, compensated as a result of insurance. The treaty provision excluding transition of the right of the request to the person, deliberately caused losses to the insurer, is insignificant.

According to the item 178 of the Regulation on insurance activity in the Republic of Belarus, approved by the Decree of the President of the Republic of Belarus dated August 25th, 2006 № 530 the insurer has the right of the request within the paid sums to legal or physical person responsible for a trespass, in cases:

Deliberate actions, except the actions made in a condition of emergency or necessary defense;

Driving a vehicle in a condition of alcoholic intoxication or in a condition caused by consumption of narcotics, psychotropic, toxic or other stupefying substances, or a transfer of driving a vehicle to the person who is in a condition of alcoholic intoxication or in a condition, caused by consumption of narcotics, psychotropic, toxic or other stupefying substances, and also in case of refuse to get through a physical examination after a road transport incident;

Absence of a driving license foreseen in the legislation by the person who made harm;

Failure by the person who has made harm to carry out the requirements of the Rules of road traffic specified in the point 163 of the present Regulation;

Fulfillment of criminal acts with a vehicle use;

Trespasses by the person who has withdrawn a vehicle from the possession of the owner without its fault as a result of illegal actions;

Use a vehicle in the road traffic without a conclusion of the insurance contract;

Presence of the fault established by the court of the organization which is responsible for the appropriate maintenance and operation of road.

**10. Is it possible to insert a clause in the insurance contract which would forbid any recourse from the insurer?**

Proceeding from sense of the item 855 of the Civil code of the Republic of Belarus, the condition in the insurance contract that the insurer who has paid insurance compensation, does not get the right of the request within the paid sum which the insured (insurance beneficiary) has to the person responsible for losses, compensated as a result of insurance, should be foreseen.

However the treaty provision excluding transition of the request right to the insurer in regard to the person, deliberately caused losses is insignificant \*.

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insignificant \* - has no validity.

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