



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

BELGIUM

**Information provided by: Fédération Royale Belge des Transporteurs (FEBETRA),
Belgium**

- 1. Which legal texts in your country refer to the insurance of the transport of goods by road:**
 - a. for national transport?**
 - b. for international transport?**

The insurance law of 11 June 1874 (and some provisions of the law on land transport insurance of 1992)

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

No, the law of 1874 generally comes under non-mandatory law (except arts 1§2, 10, 17§2, 20 and 28).

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

No, the market offers a possibility to take out specific insurance for damages to the goods, e.g. “all risks – goods” and a “CMR insurance” covers the carrier’s liability under the CMR Convention.

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

-

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

There are the “CMR general terms” of the Belgian Association of Maritime Insurers.

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

No, this is the standard for insurers not specialising in transport; generally the contract is made to measure.

7. Which of these types of insurance is most frequently contracted:

a. by the transport operator?

CMR insurance

b. by the freight forwarder?

Freight forwarders have the same duties and obligations as carriers in Belgium. Therefore their liability is covered by a CMR insurance policy adjusted to the work of freight forwarders. Forwarder/shipper: all risks-goods insurance at the customer's request?

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

This depends on the nature of the goods. For high-value goods, an "all risks-goods" insurance is often taken out.

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 article 22 of the law of 11 June 1874, and following payment of compensation, insurers substitute for the insured party in their rights and claims vis-à-vis any third party in relation to the damage in question.

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

One should take into account article 41,2 of the CMR Convention.

Carriers may take out a (goods) insurance policy on behalf of their principal which includes a recourse waiver in the carrier's favour.

(Belgian Court of Appeal, 9 April 1981, Pas.1981, I, 894)§

December 2009

Mme. Kathleen Spenik, Kathleen.spenik@febeta.b