



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

BULGARIA

Information provided by: AEBTRI

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

a. for national transport?

Insurance Code (IC) dated 23 December 2005 (article 215), Law on Commerce (LC) dated 18 June 1991 (article 373), Carriages by Road Act (CRA) dated 17 September 1999 (articles 71 and 72).

b. for international transport?

CRA dated 17 September 1999 (articles 71 and 72), plus Convention on the Contract for the international Carriage of Goods by Road CMR (concerning the contractual liability of the carrier), Institute Cargo Clauses (A), lodged with the Insurance Surveillance (refer to the cargo).

2. Is this regulation of imperative nature?

YES, but only the regulations concerning the liability of the carrier.

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: always the Insurance Code (IC), for damages to the transported goods, article 200; for liability of the carrier, article 215.

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

NO: it is not possible to foresee the two types of insurance in the same contract because the specificity of the cargo (12 groups of goods).

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

YES, but only for the CMR-liability of the carrier.

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

YES: this model of insurance contract linked to the contractual liability of the transport operator has to be systematically respected by the insurance companies.

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

a. by the transport operator?

The insurance linked to the contractual liability of the carrier is most frequently contracted, as the cargo insurance isn't obligatory.

b. by the freight forwarder?

The insurance linked to the damages in the transported goods is most frequently contracted (an insurance concerning the liability of the freight forwarded can be also contracted but only on express demand).

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

NO. The sender doesn't generally insure his goods in practice.

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

The legal basis for the recourse by the insurer against the person for the damage (including the transport operator) is the provisions of Insurance Code (IC), articles 213 and 213a) and the Law on Commerce (LC).

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

NO: it isn't possible to insert a clause in the insurance contract which would forbid any recourse by the insurer because it is in contradiction with the Law: that would be declared null and void.

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- Carriages by Road Act (CRA), State Gazette No. 82/17.09.1999, last amend. in No. 66/26.07.2013, in force on 26.07.2013
 - Law on Commerce, State Gazette No. 48/18.06.1991, last amend. in No 20/28.02.2013
 - Insurance Code, State Gazette No. 103/23.12.2005, in force 01.01.2006, last amend. in No 70/09.08.2013
 - CMR Convention
 - Institute Cargo Clauses (A)

INSTITUTE CARGO CLAUSES (A)**RISKS COVERED**

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| 1. | This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. | Risk Clause |
| 2. | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of Average loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. | General Clause |
| 3. | This insurance is extended to indemnify the Assured against such proportion of liability under the "Both to contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by ship owners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | Blame Collision" |

EXCLUSIONS

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| 4 | In no case shall this insurance cover | General |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured | Exclusions |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured | Clause |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| 4.7 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 5 | 5.1 In no case shall this insurance cover loss damage or expense arising from | |
| Unseaworthiness | unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or lift van for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | and Unfitness Exclusion Clause |
| 5.2 | The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6 | In no case shall this insurance cover loss damage or expense caused by | War Exclusion Clause |
| 6.1 | war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power | |
| 6.2 | capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat | |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war. | |
| 7. | In no case shall this insurance cover loss damage or expense | Strikes Exclusion Clause |
| 7.1 | caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| 7.2 | resulting from strikes, lock-outs, labour disturbances, riots or civil commotions | |
| 7.3 | caused by any terrorist or any person acting from a political motive. | |

DURATION

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| 8 | 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either | Transit Clause |
| 8.1.1 | on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| 8.1.2 | on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| 8.1.2.1 | for storage other than in the ordinary course of transit or | |
| 8.1.2.2 | for allocation or distribution, | |
| 8.1.3 | or on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur. | |
| 8.2 | If, after discharge oversee from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. | |
| 8.3 | This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to ship owners or charterers under the contract of affreightment. | |

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| 9. | <p>If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters either</i></p> <p>9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,</p> <p>or</p> <p>9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p> | Termination of Contract of Carriage Clause |
| 10 | <p>Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p> | Change of Voyage Clause |

CLAIMS

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| 11 | <p>11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.</p> <p>11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p> | Insurable Interest Clause |
| 12. | <p>Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in loading storing and forwarding the subject-matter to the destination to which it is insured hereunder.</p> <p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.</p> | Forwarding Charges Clause |
| 13. | <p>No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.</p> | Constructive Total Loss Clause |
| 14 | <p>14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2 Where this insurance is on Increased Value the following clause shall apply:</p> <p>The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amount insured under all other insurances.</p> | Increased Value Clause |

BENEFIT OF INSURANCE

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| 15 | <p>This insurance shall not inure to the benefit of the carrier or other bailee.</p> | Not to Inure Clause |
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MINIMISING LOSSES

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| 16 | <p>It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised</p> <p>and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p> | Duty of Assured Clause |
| 17. | <p>Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p> | Waiver Clause |

AVOIDANCE OF DELAY

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| 18 | <p>It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> | Reasonable Despatch Clause |
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LAW AND PRACTICE

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| 19 | <p>This Insurance is subject to English law and practice.</p> | English Law and Practice Clause |
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NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.