



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

**CZECH REPUBLIC**

**Information provided by: CESMAD BOHEMIA Association of Road Enterprises & Passenger Transport**

**1. What is the legal basis for insurance cover of freight transport in your country?**

**a) In national transport?**

- Law n. 37/2004 on insurance contracts;
- Commercial code, arts. 601-629;
- Road transport order no. 133/1961
- Civil Code law 40/1966

**b) In international transport?**

CMR Convention published under no. 11/1975, policies of insurance companies

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

NO. Imperative nature of the legal basis relates to the insurance of legal liability of the carrier for the damage which was arisen to the third persons during the traffic of the vehicles on the roads.

All other kinds of insurance contracts are not of imperative nature, but there is a commercial and competition pressure to settle the insurance contracts for the liability of the transport haulier, the insurance contracts of the goods for the insurance of the driver during the transport, travel insurance of the traveler by their transport on roads.

**3. Do the national regulations make a distinction between insurance for damage to goods and insurance linked to the contractual liability of the transport operator?**

The national regulation makes a distinction between an insurance concerning the damages suffered by the goods and an insurance linked to the contractual liability of the transport operator.

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

It is possible to foresee the two types of insurance in the same contract, i.e. insurance of liability of the carrier and insurance of transported goods. It accesses as possible further the insurance of the driver for his liability for the damage.

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

NO. Each insurance company uses his own models.

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

(The answer is negative)

**7. Which of these two types of insurance are most frequently contracted?**

**a. By the transport operator**

**b. By the forwarding agent**

The most frequently contracted insurance of goods is by the sender

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

YES. Insurance of goods is contracted by the freight forwarders, if the sender urges in his forwarding order to the freight forwarder to settle this insurance contract for goods. In practice, it happens often that the consignor places the reliance on the transport operators and their insurance of liability for the goods for saving their cost which would not be necessary for paying "doubled insurance cover". The transport operators say the words "I have insured my transport loading on the height of 10 mil. Crowns", but this is an incorrect saying, because really, the insurance contract of transport operators relates to his liability of the transported good. The transport operator can be released from this liability (according to the article 17/2 of the CMR Convention)

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

Law 37/2004 dated 17 December 2003 and Civil Code art. 33.

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

NO, because art. 33 of Law 37/2004 is imperative.

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