



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

ESTONIA

Information provided by: Association of Estonian International Road Carriers (ERAA), Estonia

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

a. for national transport?

Law of Obligations Act dated 26 September 2001 in force since 1st July 2002.

b. for international transport?

CMR Convention dated 19 May 1956.

2. Is this regulation of imperative nature?

NO. Liability insurance of road hauliers is not imperative.

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. Law of Obligations Act dated 26 September 2001: for damages to the transported goods, articles 505-509; for the liability of the carrier, articles 510-519.

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

No

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

No

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

(The answer is negative)

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

a. by the transport operator?

Liability of the carrier.

b. by the freight forwarder?

Both: liability of the freight forwarders and damage to the transported goods.

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

YES, but 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 Law of Obligations Act (article 492.1) a claim for the compensation of damage against a third party which belongs to a policyholder or the insured person shall transfer to the insurer to the extent of damage to be compensated by the insurer.

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

YES. In the case of goods in transit insurance unconvincing, but in connection with liability insurance it is possible.

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