



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

GERMANY

Information provided by: Bundesverband Wirtschaft, Verkehr und Logistik e.V (BWVL)

- 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?**

§ 7 a Road Haulage Act (Güterkraftverkehrsgesetz-GüKG) dated 22 June 1998, in force since 1st. July 1998 (art. 7) obliges transport operators to sign an insurance that covers all damages caused by losses, partial or complete damage of the good and delay and their liability according to §§ 407 ff HGB (Commercial Code) It is also important to mention the VVG (Law on the Insurance Contract)

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

Yes, for national transport and only for liability of the carrier (GüKG – art. 7); in international transport, transport operators are not obliged by law to have insurance for damages of the goods, but in general German transport operators voluntarily sign an insurance.

- 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?**

NO. The insurance according to GüKG art. 7 only applies to the contractual liability of the transport operator in cases of losses, damage or delay. A damage caused by the goods to third parties (e.g. the palette falls off the truck and damages a person etc) is covered by the motor third party liability insurance; this insurance is mandatory for every vehicle used in public traffic.

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

(The answer is negative)

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?

Damages to the transported goods.

b. by the freight forwarder?

Damages to the transported goods.

Freight forwarders in Germany are liable like a transport operator when they are working for a fixed price/flat rate etc

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

YES, but only bigger companies.

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

VVG (Law on the Insurance Contract)

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

Yes, except for damages caused intentionally.

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