



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

THE NETHERLANDS

Information provided by: EVO, Dutch Association for Logistics

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?**

The insurance of goods is based upon the Dutch Civil Code (modified 22 december 2005, in force since 1st. January 2006, book 7, title 17.

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

The legislation concerns all kinds of insurances and is partly of imperative nature.

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, there is no difference.

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

It is possible, but not usual 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 is a model contract for the insurance of goods irrespective of the means of transport: "Dutch Bourse Cargo Policy 2006".

This contract is drafted by the Netherlands Insurance Exchange Association; an English version of the conditions is available on: www.vnab.nl.

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

Almost all cargo-insurances are based upon these conditions.

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

- a. by the transport operator?**
- b. by the freight forwarder?**

The cargo-insurance is most frequently contracted by the freight forwarder.

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

An Inquiry by EVO in 1996 demonstrated that 84 % of the respondents did insure the goods in world-wide transport. In other modes of transport this percentage will be substantial less.

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 of the recourse by the insurer is article 962 of book 7 of the Civil Code.

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

The first part of article 7:962 is of imperative nature. It is not usual to abandon of any recourse from the insurer. It sometimes is done if the insurance of the cargo and the insurance of the liability of the transport operator are placed at the same insurance company.

December 2009
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