



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

PORTUGAL

Information provided by: Associação Nacional de Transportadores, ANTRAM

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

a) for national transport?

National Law DL 239/2003 (a national adaptation of the CMR Convention) and Decree-law nr. 72/2008 dated 16 April governing all insurance contracts (for transport insurance: arts. 155-160)

b) for international transport?

CMR Convention

2. Is this regulation of imperative nature?

Regulation yes, although insurance is not compulsory.

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?

National legislation only applies to carrier's liability. There are no specific law to damages to goods.

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

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? ----
- b) by the freight forwarder? ----

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

Yes

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

Once paid indemnity to his client, the insurer can claim against the carrier according to Decree-law nr. 72/2008, art. 136.1

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

Yes

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