



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

## **RUSSIA**

**Information provided by: Association of International Road Carriers, ASMAP**

**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?**

In Russia insurance (including the insurance of the transport of goods by road) is predominantly regulated by three Federal laws:

- i)** Civil Code of the Russian Federation dated 26 January 1996, arts. 927-970;
- ii)** Federal law “On Organization of the Insurance Activities in the Russian Federation (of 27.11.1992 N 4015-1);
- iii)** Federal law “On Obligatory Insurance of Liability of Vehicle Possessors” (Federal law of 25.04.2002 N 40-FZ).

These laws concern both national and international transport.

Moreover, insurance is regulated by other Federal laws and by different acts of the Government and the President (these acts are to comply with Federal laws).

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

The only obligatory kind of insurance in Russia is the insurance of liability of vehicle possessors (according to the Federal law “On Obligatory Insurance of Liability of Vehicle Possessors”), who must insure the risk of their civil responsibility that may be imposed on them if the harm has been caused to life, health or property while using the vehicle.

Other types of insurance (insurance of a vehicle, insurance of freight, etc.) are not obligatory, but may be regulated by imperative norms.

**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 makes a distinction between:

- i)** insurance concerning risk of property loss or damage;
- ii)** insurance of liability for causing damage to property;
- iii)** insurance concerning risk of contractual or non-contractual liability.

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

Yes, it is possible, and such combination in case of contract of international road carriage usually includes insurance of property of loss and damage and of liability for causing damage to property (see pp. 1 and 2 of the answer to question 3).

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

Insurance activities are being licensed, and an insurer applying for a license for a particular kind of insurance should provide licensing authority with his model contract for that particular kind of insurance.

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

The fact of obtaining license confirms the fact that licensing authority has approved the model contract, which should then be respected by that insurer.

**7) Which of these two insurances is most frequently contracted:**

**a) by the transport operator?**

**b) by the freight forwarder?**

Transport operators mostly insure liability for causing damage to property, while freight forwarders usually insure loss/damage of goods

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

This depends upon the conditions of goods delivery and the moment of loss/damage risk transition. The further consignor's risk extends – the higher is probability of goods' insurance by the consignor.

**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 Article 965 of Russian Civil Code, unless the property insurance contract provides for otherwise, the right of claim which the insurant (beneficiary) has to the person, responsible for the losses reimbursed as a result of insurance, shall assign within the limit of paid amount of money to the insurer who has paid insurance compensation.

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

According to the Article 965 of Russian Civil Code, the contract clause that excludes the assignment to the insurer of the right of claim to the person who deliberately caused damage shall be void.

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