



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

SLOVAKIA

Information provided by: CESMAD SLOVAKIA, Slovakia

- 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?**

According to Act no. 168/1996 Law Digest concerning the road transport as amended, Article 4, par. 1, item f): Transport operator is obliged to be insured in the event of liability for a damage inflicted by operating vehicles and acting of the vehicle manning to passengers, consignors, consignees of goods and third persons.

The insurance is regulated by the Act n^o. 40/1964 Dig. Of Civil Code as amended, specifically Article 788 and the following.

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

Yes, it is obligatory according to Act n^o. 168/1996 Law Digest concerning the road transport as amended.

- 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?**

The liability insurance for damages is obligatory. The insurance of the contractual liability depends on an agreement of the parties concerned.

We distinguish particularly the following insurance (but not only):

property for the case of its damage, destruction, loss, theft or other damages which are inflicted on it (property insurance);

natural person for the case of its injury, death, living until a certain age or for the case of any other insurance event (person insurance);

Liability for harm done on life and health or liability for material damage, eventually liability for other damage of property (insurance of liability for damage).

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

It all depends on the agreement between the insurance company and the other contracting party.

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

No, there is not such a model.

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

No.

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

a. by the transport operator?

b. by the freight forwarder?

Transport operator – insurance of liability for damage inflicted to passengers, consignors, consignees of goods and third parties resulting from vehicle operating and acting of the vehicle manning.

Freight forwarder – insurance of a freight forwarder depends on his intent to get insured and on his contract with the insurance company.

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)?

Insurance recourse – Act n° 40/1964 Dig. Of the Civil Code as amended, specifically Article 788 and the following.

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

No.

According to Article 827 of the Act n° 40/1964 Dig. Of the Civil Code as amended:

“When the insurer has settled damage on behalf of the insured, the insurer assumes the right of a damage recovery of the insured or any other similar right which in connection with his liability for damage incurred him against another person. If the right for a damage recovery against the natural person have come over to the insurer, the provision 450 applies accordingly when exercising this right.”

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Mr Pavol Jancovic, jancovic@topnad.sk