



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

SWEDEN

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

a. for national transport?

The Insurance Act ("*Försäkringsavtalslag*") dated 10 March 2005 nr. 2005:104, in force since 1st. January 2006, but it does not expressly refer to transport of goods. Also in some way the Law on Contracts, in general ("*Avtalslagen*") dated 11 June 1915 nr.1915.218, in force since 1st. July 1915 nr.1915.218. No distinction between national and international transport.

b. for international transport?

None

2. Is this regulation of imperative nature?

NO, except some provisions in the Insurance Act concerning liability to third parties

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 regulations. Such a distinction is made in the insurance-policies.

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. But insurance companies generally use almost the same models and terms. Insurance policies models are not mandatory.

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?

Contractual liability of the carrier

b) by the freight forwarder?

Damage to goods end eventually contractual liability

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

YES, but only if the value of the goods exceeds 150 SEK/kg (approx. 15 €/kg) according to the domestic road transportation Act, which is maximum of liability for the carrier.

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

Insurance companies has according to the insurance Act nr.104/2005 a general right of recourse/regress regarding all damages against the person/company who caused them.

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

YES, but it is not used in practice. Probably due to much higher premiums and because the insurance companies have a strong interest to keep their right of regress.

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