



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

SWITZERLAND

Information provided by: Schweizerischer Nutzfahrzeugverband (ASTAG)

- 1. Which legal bases refer in your country to the insurance of the transport of goods by road:**
 - a) for national transport?**

Code of Obligations dated 30 March 1911.
 - b) for international transport?**

CMR

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

YES

- 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?**

YES

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

NO

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

NO, each insurance company establishes and uses his own policies.

- 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?

According to the circumstances of each case

b) by the freight forwarder?

Generally, contractual liability

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

YES, but it depends on the distribution of risk with the consignee.

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

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

YES, but in practice it is very rare.

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