



## Product-Information Carrier liability insurance

### Purpose of carrier's liability insurance

Carrier's liability insurance protects you and your company, which, as a carrier, has undertaken to transport third-party goods by road with motor vehicles or other means of transport for a fee and on a commercial basis against the financial consequences of many liability risks to goods in transit.

### Where is insurance coverage provided?

According to the application situation, insurance cover applies to freight contracts for domestic German transports and/or for all cross-border transports from, to, and through the countries of geographical Europe, but excluding Russia, Belarus, and Ukraine, Belarus, including the regions of Crimea, Luhansk (LNR), and Donetsk (DN).

### What does the policy cover?

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The insurance covers the agreed-upon liability of the policyholder, who acts as the carrier, for damages that occur during any paid commercial transportation of third-party goods using vehicles registered under the policy, whether owned or hired. This coverage also includes interim storage related to transportation.

Damage, loss, failure to meet delivery deadlines, or other financial losses are deemed losses. The insurer is obligated to indemnify justified claims and defend unfounded claims for damages under freight law asserted against the policyholder as the contractor of a freight contract.

Liability for damage or loss is governed in each case by the statutory provisions of the German Commercial Code in the national transport sector and internationally by the provisions of the 'Convention on the Contract for the International Carriage of Goods by Road' (CMR). Nationally, within Germany, deviations from the statutory standard liability of 8.33 special drawing rights (SDR, approx. 10 euros/kg) can be made with up to 40 special drawing rights (approx. 50 euros/kg).

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### **Compulsory insurance according to § 7 a GüKG**

By the provisions of the Road Haulage Act (GüKG), anyone who carries out commercial road haulage with vehicles with a permissible total weight of more than 3.5 tonnes, either individually or as a combination, is obliged to take out carrier's liability insurance and to provide proof of this using simple photocopies in the respective vehicle.

### **What level of excess has been agreed upon?**

When requesting a quotation, the policyholder can choose an excess of 300, 500, 750, or 1,000 euros per claim.

In the event of damage to third-party trailers, swap bodies, containers, semi-trailers, etc., in connection with the freight order, the excess is a mandatory 1,000 euros per claim.

The deductibles apply independently of each other in the event of a claim.

### **What is the term of the carrier's liability insurance?**

The carrier's liability insurance is valid for one year, expiring on January 1st.

The insurance contract is tacitly renewed if it is not cancelled in good time with three months' notice before expiry.

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### **What types of goods are insurable?**

The insurance cover applies to

- General forwarding of goods and, if requested, to
- Refrigerated and frozen goods or CEP goods within Germany (courier, express and parcel goods)

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### **The insurance does not cover the transport of:**

- goods at risk of theft and robbery, e.g., spirits, tobacco products, consumer electronics, telecommunications equipment, IT equipment and accessories, optical equipment (e.g., digital cameras) with a value of more than 50,000 euros per consignment and more than 200,000 euros per journey and lorry.
- Precious metals, jewellery, precious stones, means of payment, valuables, securities, stamps, documents, deeds,
- paintings, sculptures, and other works of art and valuables with individual value of more than 2,500 euros,
- radioactive materials, live animals, motor vehicles, removal goods, unpacked (commercial) furniture
- goods transported as special transports by §§ 22, 29 STVO.
  
- Claims arising from damage to precious metals, jewellery, precious stones, means of payment, valuables, securities, stamps, documents, and deeds,
- Claims arising from damage to paintings, sculptures, and other works of art and valuables with an individual value of more than 2,500 euros,
- unusual agreements

### **Benefits**

- Damage to goods up to a maximum of 2,500,000 euros
- Other damage up to a maximum of 1,000,000 euros
- Annual insurance benefits up to a maximum of 6,000,000 euros
- for goods at risk of theft and robbery, e.g., spirits, tobacco goods consumer electronics, telecommunications equipment, IT equipment and accessories, optical devices (e.g., digital cameras) with a value of goods of more than 50,000 euros per consignment and more than 200,000 euros per journey and lorry,
- for paintings, sculptures, and other works of art and valuables up to a individual value of a maximum of EUR 2,500,
  
- in the case of CEP agreements, in deviation from § 431 HGB, EUR 2,500 per parcel, a maximum of EUR 250,000 per journey and lorry
  
- up to a maximum of three times the national freight charge if the delivery deadline is exceeded or maximum of the single freight charge internationally



### **Delivery receipt**

The policyholder must ensure that consignments are only delivered against a receipt from the authorised recipient unless delivery without a receipt has been agreed upon with the client. The burden of proof for this lies with the policyholder.

### **Vehicle notification**

In cases where vehicles are only insured if they are listed in the vehicle index of the policy, it is the policyholder's responsibility to notify the insurer immediately of any changes to the vehicle fleet (e.g., licence plate number, number, type, payload). Additional vehicles are only insured once the insurer has received written notification.

Hired vehicles used as a temporary replacement for a cancelled vehicle insured under this contract are insured for a maximum of one month without registration.

In the event of a claim, the policyholder must prove that the requirements of this provision have been met.

### **Who is the policyholder's representative?**

A representative is a person who has taken or takes the place of the policyholder in the business area to which the insured risk belongs based on an agency or similar relationship.

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### **Which law applies to the insurance contract, and which place of jurisdiction applies?**

This insurance contract is governed by German law, specifically the provisions set out in the German Insurance Contract Act (VVG).

The court with jurisdiction over the policyholder's branch or registered office shall be competent for actions against the policyholder concerning the payment of premiums, deductibles, recourse claims, or any other related matters.

The court at the location of the insurer's competent managing office shall have jurisdiction for actions against the insurer.

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**What is the contract language?**

The contract language is German.

**Which contract currency applies?**

The contract and service currency is the euro.