



	Freight Forwarders	Warehouse Keepers	non-standard Logistics Services	Carrier/Fixed Costs Freight Forwarder	Removal Transports
Legal / Contractual Basis	sections 453-466 HGB (in conjunction, as the case may be, with ADSp**)	sections 467-475 h HGB (in conjunction, as the case may be, with ADSp**)	e.g. sections 611 ff. BGB, Sections 631 ff. BGB, (Product Liability Act ProdHaftG)	sections 407-450 HGB	sections 451-451h HGB ((in conjunction, as the case may be, with ABBH, ALB)
Principle of Liability	Strict liability with the burden of proof reversed; in cases of custody, fixed costs, consolidated cargo, self-handling: strict liability analogous to cargo law	liability based on fault with reversal of the burden of proof	liability based on fault, partially with reversal of the burden of proof (Product Liability Act ProdHaftG)	mainly strict liability	mainly strict liability
Scope of Liability	damage to goods, financial losses	damage to goods, consequential losses arising from the damage to goods, financial losses	damage to goods, consequential losses arising from the damage to goods, personal injuries and financial losses, damages for pain and suffering	damage to goods, financial losses	damage to goods, financial losses
Liability Limitations	unlimited liability, can be limited by general terms and conditions (e.g. ADSp); different in the case of custody, fixed costs, consolidated cargo, consignee acting as principal : damage to goods: value, max. 8.33 SDR/kg · exceeding of delivery time: 3x freight	unlimited liability, may be limited by general terms and conditions (e.g. ADSp);	<ul style="list-style-type: none"> · in principle unlimited liability; may be limited by logistics GTC** as follows: damage to goods 20,000 EUR/claim · 125,000 EUR/serial loss · other than damage to goods: 20,000 EUR/claim · 600,000 EUR/year · but: no limitation in case of injury to life, body and health · no limitation in case of mandatory law (e.g. Product Liability Act ProdHaftG) 	<ul style="list-style-type: none"> · damage to goods: value, max. 8.33 SDR/kg · exceeding the delivery time: 3 x freight · other financial loss: 3 x the amount that would be payable in case of loss · cash on delivery: · amount of cash on delivery · accompanying documents: · amount that would be payable in case of loss 	<ul style="list-style-type: none"> · damage to goods: value, max. 620 EUR/cbm · exceeding of delivery time: 3x freight · other financial losses: 3 x the amount payable in the event of loss · accompanying documents: Amount that would be payable in case of loss
Modifications of Liability Limitations	to the detriment of the consumer: a deviation is not possible, otherwise: by individual agreement: without limitation by general terms and conditions: in a margin between 2-40 SDR/kg · beyond that: if less favorable for the user	possible through individual agreements and by general terms and conditions (e. g. ADSp) No deviation to the detriment of the consumer is permitted	possible through individual agreements and by general terms and conditions (e. g. Logistics-AGB 2019)	to the detriment of the consumer: a deviation is not possible, otherwise: by individual agreement: without limitation by general terms and conditions: in a margin between 2-40 SDR/kg · beyond that: if less favorable for the user	to the detriment of the consumer: a deviation is not possible, otherwise: by individual agreement: without limitation · by general terms and conditions modifiable
Non-application of Liability Limitations	in the case of intent / recklessness and in the recognition that a damage is probable to occur.	No statutory limits on liability	There is no limit on liability under statutory provisions, e.g. in the German Civil Code (BGB). Logistics Terms and Conditions 2019: Intent + gross negligence	· intent · Recklessness and in the recognition that a damage is probable to occur	· intent · recklessness and in the recognition that a damage is probable to occur
Exclusions of Liability	· lack of fault · in case of custody, fixed costs, consolidated consignment, freight forwarder acting as principal: force majeure, inevitable event, etc.	-lack of fault - Section 468(3) of the German Commercial Code (HGB), e.g.: - inadequate packaging - lack of information regarding the goods	lack of fault	· force majeure, inevitable event · insufficient labeling · defective packaging etc.	· force majeure, inevitable event · malfunction · valuables etc.
Complaint Periods	in the case of fixed costs, consolidated consignment, freight forwarder acting as principal: · externally identified damage: immediately · externally not identified damage: 7 days after delivery · exceeding the delivery deadline: 21 days after delivery (cut-off period)	- No statutory time limits for complaints	basically none, exceptions according to logistics GTC: obvious defects: upon acceptance/ completion · exceeding of performance deadline: 21 days after provision of service	· externally identified damage: immediately · externally not identified damage: 7 days after delivery · exceeding the delivery deadline: 21 days after delivery (cut-off period)	cut-off periods: · externally identified damage: 1 day after delivery · externally not identified damage: 14 days after delivery · exceeding the delivery deadline: 21 days after delivery
Limitation Periods	· 1 year · 3 years in case of intent / recklessness · sending a claim notification in text form suspends the period of limitation	· 1 year · 3 years in case of intent / recklessness · sending a claim notification in text form suspends the period of limitation	· basically 3 years; · 1 year according to logistics GTC; 3 years in the case of intent, gross negligence, fraudulent concealment/warranty of characteristics	· 1 year · 3 years in case of intent / recklessness · sending a claim notification in text form suspends the period of limitation	· 1 year · 3 years in case of intent / recklessness · Sending a claim notification in text form suspends the period of limitation

* e.g. goods handling, goods inspection, erection works, quality control, price labeling, racking service, order acceptance, etc.

** In principle, unlimited and thus hardly insurable liability exists both for additional services customary in forwarding and for additional services not customary in forwarding. Solution for the German market for customary forwarding services: ADSp, for services not customary for forwarding:

Logistics GTC 2019. For the latest information on the ADSp/Logistics GTC 2019, please contact your personal contact partner or visit www.schunck.de.

International Liability Provisions



Internationaler
Assekuranz-Makler

	Carrier - Road - International	Airfreight International	Sea Cargo International	Inland Waterways International	Rail International
Legal / Contractual Basis	CMR	Montreal Convention (MC)/Warsaw Convention (WC)	section 476–619 HGB	Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI)	Cotif/Appendix B (ER CIM)
Principle of Liability	strict liability	MC: strict liability; exceeding the delivery time: liability based on fault with reversal of the burden of proof WC: liability based on fault with reversal of the burden of proof	liability based on fault with reversal of the burden of proof	liability based on fault with reversal of the burden of proof	strict liability
Scope of Liability	damage to goods, financial losses	damage to goods, financial losses	damage to goods, financial losses	damage to goods, financial losses	damage to goods, financial losses
Liability Limitations	<ul style="list-style-type: none"> · damage to goods: value, max. 8.33 SDR/kg · exceeding of delivery time: amount of freight · other financial losses: national law applies. · cash on delivery: amount of cash on delivery · accompanying documents: max. amount payable in the event of loss 	MC: Damage to goods + delay: 22 SZR/kg WC: Damage to goods + delay: in Germany: 27,35 EUR/kg	2 SDR/kg or 666.67 SDR/per piece or unit, whichever amount is higher	<ul style="list-style-type: none"> · damage to goods: 666.67 SDR/per package or cargo unit or 2 SDR per kg of the weight of the lost or damaged goods specified in the freight document (the higher value is applicable) or 26,500 SDR per container (1,500 SDR for containers and 25,000 SDR for goods), if packages or cargo units are not specified in the freight document as being packed in a container. · exceeding the delivery term: 1 x the freight 	<ul style="list-style-type: none"> · loss or damage: 17 SDR/kg · exceeding the delivery period: 4 x freight
Modifications of Liability Limitations	<ul style="list-style-type: none"> · declaration of value, Art. 24 CMR · declaration of Interest, Art. 26 CMR 	declaration of supply interest · Art. 22 MC · Art. 22 WC	declaration of value is possible	<ul style="list-style-type: none"> · declaration of value · declaration of interests 	<ul style="list-style-type: none"> · declaration of value · declaration of interests
Non-application of Liability Limitations	<ul style="list-style-type: none"> · intent · - negligence equivalent to intent under the law of the court seized 	MC: · possible by contractual agreement WC: · intent · recklessness and in the recognition that a damage is probable to occur	<ul style="list-style-type: none"> · intent · recklessness and in the recognition that a damage is probable to occur · The decisive factor is the carrier's own fault 	<ul style="list-style-type: none"> · intent · recklessness in connection with the recognition that a damage is probable to occur · The carrier's own fault is the decisive factor 	<ul style="list-style-type: none"> · intent · recklessness and in the recognition that a damage is probable to occur · The carrier's conduct is decisive
Exclusions of Liability	<ul style="list-style-type: none"> · force majeure, inevitable event · Insufficient labeling · defective packaging etc. 	MC: characteristics of the goods, defective packaging, armed conflict, etc. WC: lack of fault	perils, dangers and accidents of the sea, acts or omissions of the shipper, etc. If agreed in general conditions, nautical fault, fire and explosion	<ul style="list-style-type: none"> · lack/deficiencies of packaging · transportation on deck or on board of open vessels, if this has been agreed with the customer. 	force majeure / inevitable event, carriage on board of an open wagon, loading by the consignor, carriage of live animals, etc.
Complaint Periods	<ul style="list-style-type: none"> · externally identified damage: at the latest upon delivery · externally not identified damage: 7 days after delivery · exceeding the delivery deadline: 21 days after delivery (cut-off period) 	MC/WA cut-off periods: · Damage to goods: Immediately, or at the latest 14 days after acceptance · Exceeding delivery deadline: 21 days	<ul style="list-style-type: none"> · externally identified damage: at the latest upon delivery · externally not identified damage: 3 days after delivery 	<ul style="list-style-type: none"> · externally identified damage: at the latest upon delivery · externally not identified damage: 7 days after delivery · exceeding the delivery deadline: 21 days after delivery (cut-off period) 	cut-off periods: · externally identified damage: after acceptance of the goods · externally not identified damage: 7 days after acceptance of the goods · exceeding the delivery deadline: 60 days
Limitation Periods	<ul style="list-style-type: none"> · 1 year · 3 years in case of intent / recklessness · sending a claim notification in text form suspends the period of limitation 	lawsuit filed within a preclusion period of 2 years (MC/WA), application of national statutes of limitation, if applicable	-1 year from delivery of the goods	<ul style="list-style-type: none"> · 1 year · sending a claim notification in text form suspends the period of limitation to the extent to which German legislation is applicable 	<ul style="list-style-type: none"> · 1 year · 2 years for payout of a cash on delivery, recklessness and in the recognition that a damage is probable to occur.

With MySCHUNCK (www.myschunck.de), we are setting new standards in terms of digital contract and insurance management combined with a customer-friendly approach. MySCHUNCK guarantees SCHUNCK clients cross-device, mobile access to all their insurance documents and policy documents - and all of this in several languages.

The overview is a simplified and non-binding representation.

© 03/2026 SCHUNCK GROUP, Internationaler Assekuranz-Makler, München

www.schunck.de

