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ECONOMIC COMMISSION FOR EUROPE

INLAND TRANSPORT COMMITTEE

Working Party on the Transport
of Dangerous Goods
(Seventieth session,
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**CONVENTION ON CIVIL LIABILITY FOR DAMAGE CAUSED
DURING CARRIAGE OF DANGEROUS GOODS BY ROAD, RAIL
AND INLAND NAVIGATION VESSELS (CRTD)**

Note by the secretariat

The secretariat reproduces below the replies from the Kyrgyz Republic and Switzerland to the questionnaire on the CRTD.

1. Reply from the Kyrgyz Republic

The Ministry of Transport and Communications of the Kyrgyz Republic has studied the letter from the Transport Division of the Economic Commission for Europe concerning the Convention on Civil Liability for Damage caused during Carriage of Dangerous Goods by Road, Rail and Inland Navigations Vessels and has the honour to communicate the following to the Division.

The Kyrgyz Republic has not yet acceded to the European Agreement concerning the International Carriage of Dangerous Goods by Road, of 30 September 1957. Furthermore, owners of transport vehicles are not required to possess civil liability insurance in Kyrgyzstan.

In the circumstances, we consider that the question of the accession of our country to the above-mentioned Convention can only be envisaged once Kyrgyzstan has acceded to the 1957 Agreement and adopted a law on mandatory civil liability insurance for vehicle owners.

2. Reply from Switzerland

Question 1: Why has Switzerland not yet signed the CRTD?

Although Switzerland is in favour of the principle of an international convention for settling questions of liability during the carriage of dangerous goods, it must be said that the CRTD Convention has had a mixed reception from the Swiss transport sectors.

Although the railways are in favour, the representatives of inland navigation prefer to continue work on drafting a European convention on liability concerning the carriage of dangerous goods by inland waterway only (CRDN). They consider that it serves little purpose to reconsider the CRTD in that it takes insufficient account of the specific features of inland waterway transport.

The road transport sectors have also expressed doubts about the CRTD. Their criticisms for the most part concern the principle contained in the Convention whereby liability essentially devolves on the carrier alone.

If it should be decided to revise the CRTD, in our opinion it would be necessary first of all to bring out more clearly the relations between this Convention and other international legal instruments (for road transport, the Lugano Agreement of 1988 on the question of the place of jurisdiction, the London agreements on the green card insurance system, Community directives on civil liability, etc.) and to make any necessary adaptations.

Questions 2, 4 and 5: Limits of liability

Article 9 of the CRTD provides for a ceiling for claims arising from an incident relating to the carriage of dangerous goods. It should be noted that the majority of insurance contracts concluded by Swiss road hauliers provide for unlimited liability. Should the CRTD be revised, it would be useful to consider the possibility of establishing guaranteed minimum amounts for claims for damage, leaving the contracting parties with the possibility of establishing higher or even unlimited levels of compensation in their national law.

Question 3: Statistics relating to average levels of damage

Since the concept of “damage” is not very precise, it is difficult to give actual figures. It should first be determined in greater detail whether it is simply a question of direct compensation paid to the beneficiaries or whether broader-based criteria are taken into account in the calculation (e.g.: commercial losses by a transport mode as a result of loss of trust following an accident).