



XL Insurance

Marine

Freight Forwarders' Liability Insurance:
France

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Agenda



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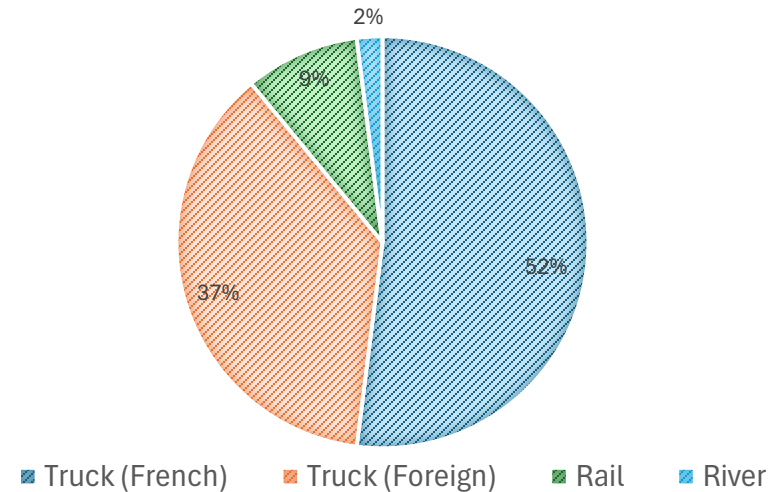


French Market Insight

Transport and Logistics in France

Transport modal share in France

FRANCE'S DOMESTIC CARGO CARRIAGE (2023) 331 BILLION MT OF TON-KILOMETER



Source: <https://www.statistiques.developpement-durable.gouv.fr/chiffres-cles-des-transport-2025>

Notable facts:

- ❖ Road transport in France is about 7 to 10 % higher than the EU average (rail being the main reason)
- ❖ 1 in 5 drivers operates a light truck (2019)

Freight Transport in France



Freight transport in 2023:

“In 2023, freight transport accounted for almost 4% of French GDP and 2% of private-sector employment”

Source: <https://www.statistiques.developpement-durable.gouv.fr/transport-de-marchandises-en-2023>

Main operators:

- **Geodis:** a subsidiary of SNCF, it is France’s largest road carrier, offering end-to-end solutions (courier, full-truckload, logistics) with a very strong territorial footprint.
- **XPO Logistics:** formerly Norbert Dentressangle's transport division, it is the second major player in France, covering the entire territory with numerous platforms.
- **Dachser and DB Schenker:** European giants of logistics and road transport, very present in France for international trade and industrial parcel delivery.
- **GXO Logistics:** a global leader in contract logistics, established in France, specializing in outsourced supply chain management.
- **FM Logistic:** a major French player recognized for its transportation and logistics services in industrial, pharmaceutical, and e-commerce sectors.

Alongside these giants, the French economy also includes many Mid-Sized Transport Operators (MSTOs) with strong footprints (such as **Heppner** or **Transalliance**), as well as thousands of local SMEs that make up the majority of the national network.



Third Party Logistics (3PL) in France (2022)



Rank (indicative)	Company name	Turn over France for Logistics and related transports	Number of Warehouses in France, primarily used for 3PL (estimate)	Warehouse Surface area	Number of workers (FTE equivalent)	Main areas of expertise
1	ID Logistics	775,9	106	2 500 000	6 500	Retail (food and non-food), e-commerce, perfumes, cosmetics, agrifood, clothing, FMCG
2	Geodis	680	50	1 100 000	5 300	FMCG, retail, e-commerce, automotive, health
3	GXO Logistics	640	80	2 800 000	8 000	E-commerce, retail, FMCG, agrifood, cold chains, pharma, wine, clothing
4	Stef	617	90	>6 Mm3	13600	cold chain, agrifood, beverages, e-commerce, pharma, wine
5	FM Logistics	Estimate	34	1 400 000	6 350	Agrifood, retail, perfumes, cosmetics
6	Kuehne+Nagel	510	45	1 300 000	5 000	Agrifood, retail, e-commerce, industrial logistics, spare parts, FMCG
7	CEVA (ex-Bolloré Logistics & Transport)	Estimate	n/a	n/a	n/a	
8	Daher	Estimate	n/a	n/a	n/a	Aerospace, Automotive, Chemicals, industrial logistics in situ, spare parts
9	C-Logistics	392	12	530 000	1 500	E-commerce, High-tech, clothing, luxury, wine
10	Viapost	Estimate	32	490000	2 500	Industrial logistics in situ, retail, food, e-commerce, high-tech
11	Rhenus Logistics	350	30	500 000	1 500	Pharma and medical equipments, industrial equipment, chemicals, e-commerce, retail
12	Groupe CAT	345	50	70 000 (and 700ha of outside storage)	2300	Automotive (70%) and spare parts (30%)

Sources: <https://www.viaposte.fr/nos-actualites/post/top-120-prestataires-logistiques-en-france-2022> (Supply Chain Magazine)
https://www.bolloré.com/wp-content/uploads/2023/05/0428_boll22t023_rapport-d-activite_2022_fr_mel.pdf

3PL defined as warehousing, picking, transportation and fleet management, packaging and labeling, inventory visibility and control, returns processing, value-added services, systems integration (WMS/TMS/ERP).



FFL Insurance in France

- ❖ FFL insurance on the French market is often packaged with Road Carrier insurance
- ❖ FFL insurance may also be delivered jointly with General Liability (especially for SMEs)
- ❖ The FFL insurance market is structured in two blocks:
 - SMEs : Main insurers Allianz, AXA France, Generali IARD, Helvetia, MMA
 - Mid to Large Corporations: main insurers AIG, Allianz GCS, AXA XL, Helvetia
- ❖ For Mid to large corporations: Insurance needs are client-specific and will vary depending on the Assureds' market and internal policies and practice. This will bring extensions to the Insurance cover.

FFL Insurance – French Market Perspective



FFL Insurance (France
Assureurs' Figure, 2025)

152,6m EUR

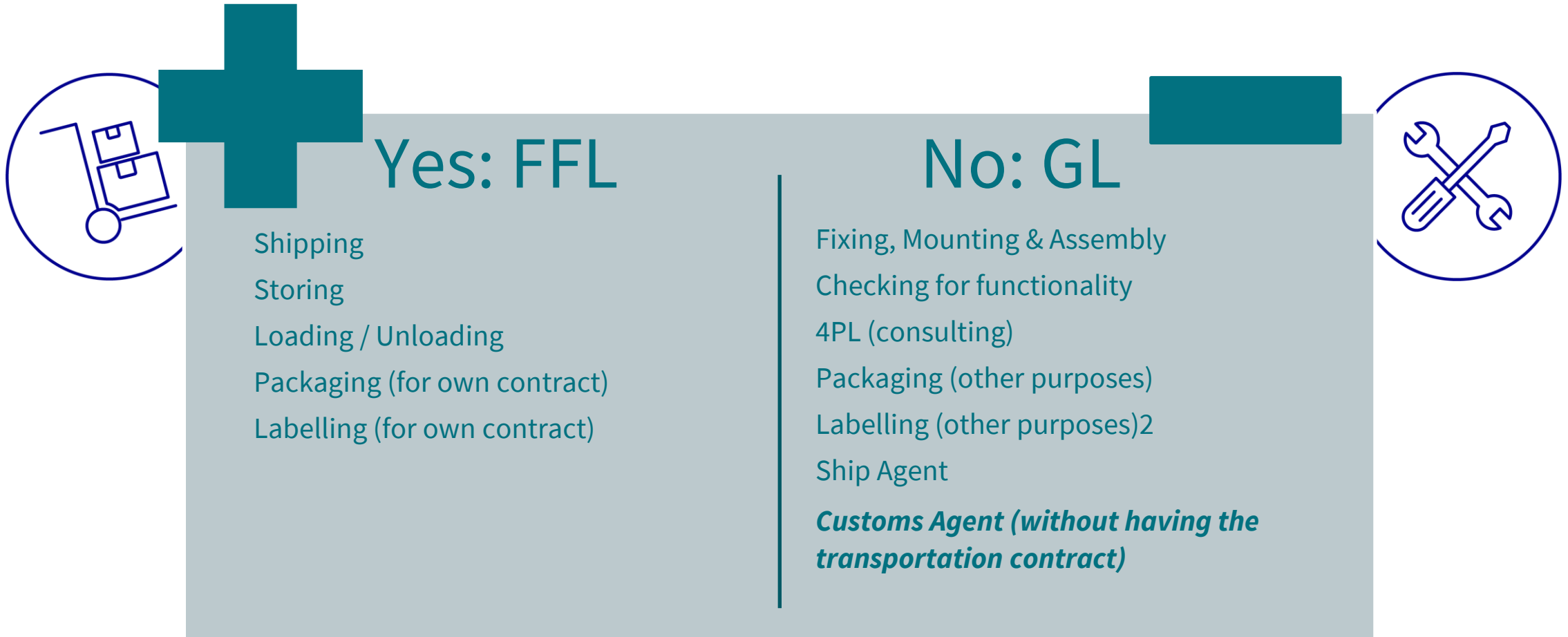
PREMIUMS (in m€)		
	2024	2025
Direct Insurance		
Cargo	535,4	498,3
FFL	166,7	152,6
Hull & Machinery	407,1	437,6
Total Direct Insurance	1109,2	1088,5
Inward Reinsurance		
Cargo	74,1	151,9
Hull & Machinery	254	300,6
Total Inward Reinsurance	328,1	452,5
Overall Total	1 437,3	1 541,0

Source: Insurance companies replies to annual surveys by France Assureurs



FFL Insurance: Delineation from General Liability Insurance

Rule of thumb: Does the activity serve to fulfil one's own transport and/or storage contract?



FFL Insurance: Insured **Legal** Liability

❖ FFL and Road Haulier/Road Carrier are often paired together. Liability is covered in accordance to :

❖ National Law

➤ Code of Commerce:

➤ Road Carrier / Common Carrier: L133-1 et seq.

➤ Freight Forwarder: 132-1 et seq.

➤ Transport Code (as set up by Ordonnance n° 2010-1307 du 28 octobre 2010 -):

➤ Domestic transport: Loi d’Orientation des Transports Interieurs (LOTI) - 1982

❖ International Conventions (such as CMR, Hague-Visby-Rules etc.)

❖ For FFL: Common Terms & Conditions, e.g.,

➤ from Freight Forwarding Associations

➤ Assured’s own T&C

➤ Recognized market practice

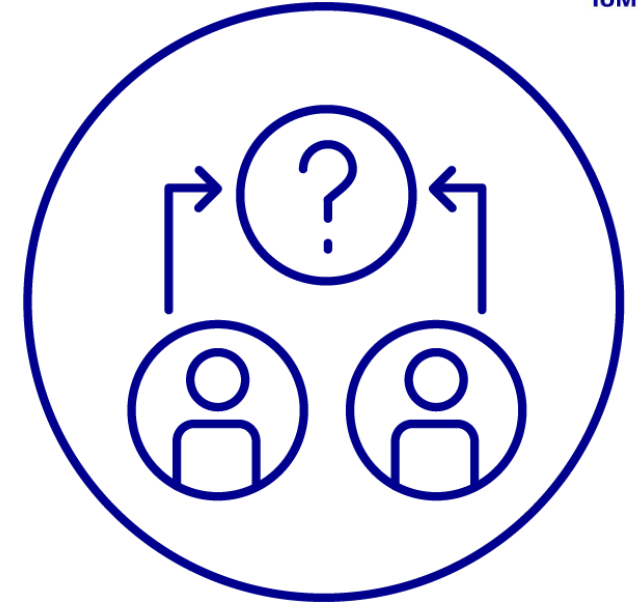


**Not insured, unless agreed with U/W:
contracting beyond legal liability**

FFL Insurance: Insured Errors & Omissions

What is Errors & Omissions (E&O)?

- ❖ Insured is the liability from a breach of professional duty
- ❖ by reason of a negligent act, error or omission, e.g.,
 - failure to comply with an instruction or to give an information, and/or
 - faulty arrangement, and/or
 - clerical error or clerical omission, and/or
 - provision of incorrect advice or information



Common exclusions

- ❖ Causation (Exclusion will usually be limited in case of contributory role of the Assured – in the context of E&O)
 - Loss or damage in respect of which the Assured is not liable by contract or by law
 - War, Strike and Civil Commotions
 - Intervention by authorities such as arrest, quarantine, confiscation, deprivation, nationalization

- ❖ Nature of the loss:
 - Natural Catastrophes
 - Fines (except in the case of cover for Customs Clearing Agent),
 - Punitive damages and liquidated damages
 - Declared value (except as agreed by the Insurer)
 - Bodily injuries

- ❖ Nature of the Risk:
 - Geographical exclusions
 - Excluded goods (e.g. live animals, art and jewelry, Precious metals, Cash, Securities,
 - Liability as sea or air carrier, liability as charterer
 - Liability for damage caused by the goods (not systematic but very sensitive, e.g. “MSC Flaminia”)

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Legal regime and Liability

❖ We will split the presentation **in Two:**

- Freight Forwarder (Freight Forwarder and Forwarding Agent)
- Road Carrier / Common carrier (Domestic transport)

Nota: Logistic contracts (Warehousing & other services) will not be discussed. General law (Code Civil applies, i.e. Fault based liability, 5 years time bar)

❖ Main legal sources:

- Civil code : contract law
- Code of Commerce: L132-1 et seq., L133-1 et seq.
- Code of transports

❖ **As a general rule, most regimes apply the freedom of contract which enables parties to contract out of default regimes.**

- **This freedom is however limited for Road Carrier (unless it is favor of the shipper)**

Legal regime and liability – Freight Forwarder

- ❖ Freight Forwarder’s definition will vary from one jurisdiction to the other.
- ❖ **BEWARE: In France, (non-carrier) transport intermediaries operate under two main different regimes:**
 - **“Transitaire”**: which strictly translates into English language as “Freight Forwarder”
 - **“Commissionnaire de transport”**: which translates into English language as “Forwarding agent” or “Agent on commission”.
 - However, in common language, the word **“Freight Forwarder” is used indistinctly to refer to both regimes**. In practice, commission is more used than strict forwarding due to globalization and the complexification of the logistic chain
- ❖ **No legal separation, Jurisprudence has drawn the line as follows:**
 - Main criterion for distinction : **“end-to-end” organization**, or alternatively **“complete control of the organization” of the transport** by the forwarding agent, that allows distinguishing them from the freight forwarder and the other transport intermediaries.
 - E.g. a ruling states **“the transport forwarding activity is characterized by the control of the means to be employed and by the free choice of the carriers and other intermediaries whose involvement is necessary;** (...) in the absence of such latitude of action, the organizer of transport acts as the representative of the principal; (...) he must be regarded not as a forwarding agent but as a freight forwarder whose mission falls within the mandate.” (CA Rouen, 29 novembre 2012, n° 11/05216, Zim Integrated Shipping Services Ltd c/ Cie Chartis Europe SA, BTL 2013, p. 50)

Legal regime and liability - Freight Forwarder

	Forwarding Agent (“Commissionnaire de transport”)	Freight Forwarder (“Transitaire”)
In legal terms	<ul style="list-style-type: none"> Acts in its own name, on behalf of its principal (L132-1 Code of Commerce) 	<ul style="list-style-type: none"> Acts on behalf and in the name of its principal (i.e. a mandate)
In practice (and according to Jurisprudence)	<ul style="list-style-type: none"> Full Autonomy in the organization of the transport, in the choice of the carriers and other sub-contractors 	<ul style="list-style-type: none"> Acts upon the instruction of its client. In practice, he will propose options for the client to choose from
Regulation	<ul style="list-style-type: none"> Regulated. Must be registered on the Agents’ registry (“Registre des commissions”) (Articles R1411-1 & R1422-1 et al. Code of Transport) List of activities as those of a “forwarding agent”: <ul style="list-style-type: none"> ➤ Consolidation operations (goods originating from multiple shippers or destined for multiple consignees consolidated into a single lot for carriage) ➤ Freighting operations (entrusting goods to common carriers) ➤ Local office operations (handling of retail shipments and delivery separately either to common carriers or to other forwarding agents) ➤ Transport organization operations (taking charge of goods originating from or destined for the national territory and ensures their carriage by one or more common carriers by any mode of transportation) 	<ul style="list-style-type: none"> Unregulated (same regime as other businesses).

Legal regime and liability - Freight Forwarder

<i>Continued</i>	Forwarding Agent (“Commissionnaire de transport”)	Freight Forwarder (“Transitaire”)
Liability	<ul style="list-style-type: none"> ❖ Liable for acts or defaults of subcontractors : <ul style="list-style-type: none"> • Guarantor for the sound delivery of the goods (L132-5 Code of Commerce) • Guarantor for the acts of the intermediaries to whom he entrusts the goods (L132-6 Code of Commerce) ❖ Liable for its own acts or defaults <ul style="list-style-type: none"> • Liable for delay (L132-4 Code of Commerce) • Liable for loss or damage arising from its own fault (Civil Code) (i.e. E&O); ❖ Implemented, by default, in the Model contract from the Transport code (D1432-3 Transport code, Article 13) • May stipulate non liability clauses (rare in practice) 	<ul style="list-style-type: none"> ❖ Liable for loss or damage arising from its own fault (Civil Code), (i.e. E&O); • May stipulate non liability clauses

Legal regime and liability - Freight Forwarder

<i>Continued</i>	Forwarding Agent (“Commissionnaire de transport”)	Freight Forwarder (“Transitaire”)
Limitation of Liability	<ul style="list-style-type: none"> ❖ As Guarantor, liable in the same conditions than the carrier or its subcontractor, including limitation of liability of the contract of carriage ❖ For its personal fault, may limit its liability: <ul style="list-style-type: none"> • as per Model contract (by default): <ul style="list-style-type: none"> ○ Loss or damage : 20 EUR per Kg, max 5000 EUR x Shipment’s Weight in MT ○ Delay: price of the service (excl. taxes) • As per bespoke terms with its client 	<ul style="list-style-type: none"> ❖ For its personal fault, may limit its liability in accordance to general contract law (if provided in T&C)
Inapplicability of limits	❖ Wilful misconduct (« faute inexcusable »)	❖ Personal fault: Gross negligence
Time bar	❖ 1 year	❖ 5 years

Legal regime and liability - Road Carrier (“Voiturier”)



	Road Carrier Domestic Transit
In legal terms	<p>L 133-1 Code of Commerce: The carrier shall act as guarantor for the loss of the items to be transported, except in cases of legally recorded force majeure.</p> <p>The carrier shall act as guarantor for damage other than that resulting from the inherent defect of the item or from force majeure.</p> <p>Any clause to the contrary inserted in any bill of lading, price list or other document shall be invalid.</p>
In practice (and according to Jurisprudence)	<p>When a Common Carrier subcontract without referring to its principal, he will be qualified as a “Forwarding Agent”.</p>
Regulation	<p>Civil Code: General Contract Law & art. 1782 to 1784 Code of Commerce: Art. L132-1 to L133-9 Code of Transports: Art L1311-4, L1431-1, L1432-1 to L1432-5, L1432-11, L3222-1 to L3222-9, L3224-1</p> <p>Written contract between the parties, otherwise Model Contracts will apply by default:</p> <ul style="list-style-type: none"> - General (less than 3MT load vs More than 3MT Load) - Tank carriage (liquid, non liquid, and gaseous bulk) - Perishable goods under controlled temperature - Livestocks - Wide Load - Vehicles - Species



Legal regime and liability - Road Carrier (“Voiturier”)



	Road Carrier Domestic Transit
Liability	<p>L 133-1 Code of Commerce: The carrier shall act as guarantor for the loss of the items to be transported, except in cases of legally recorded force majeure. (nota: presumption of liability) The carrier shall act as guarantor for damage other than that resulting from the inherent defect of the item or from force majeure. Any clause to the contrary inserted in any bill of lading, price list or other document shall be invalid.</p> <p>Model contracts apply by default.</p> <p>Model contracts specify who is responsible for loading and discharge: e.g. In the General Model Contract:</p> <ul style="list-style-type: none">• For shipment equal or above 3 MT the shipper has the duty to load the goods,• For shipment less than 3 MT, it is the carrier’s duty to load the goods <p>Reserves must be issued:</p> <ul style="list-style-type: none">- Written, meaningful and exhaustive- Either issued directly to the Carrier , OR by registered mail within 3 working days <p>In the absence of proper reserves, there will be a presumption of sound delivery.</p>



Legal regime and liability - Road Carrier (“Voiturier”)



Road Carrier Domestic Transit		
Limitation of liability	General / Default	Shipment equal or above 3MT: 20€ per Kg within the limit of 3 200€ per shipment Shipment less than 3MT: 33€ per Kg within the limit of 1 000€ per parcel
	Perishable goods under controlled temperature	Shipment equal or above 3MT: 14€ per Kg within the limit of 4000 € per shipment Shipment less than 3MT: 23€ per Kg within the limit of 750€ per parcel
	Carriage in Tank	4€ per Kg or Liter within the limit of 80 000€ per shipment
	Wide Load	60 000€ per shipment
	Vehicles	New: Retail price minus salvage value Used: Market price minus salvage value Will apply to Worksite equipment if loaded using their own wheels.
	DELAY (all model contracts)	In case of delay, the indemnity is limited to the cost of freight (excl. fess and taxes).



Legal regime and liability - Road Carrier (“Voiturier”)



	Road Carrier Domestic Transit
Inapplicability of limits	Wilful misconduct
Time bar	1 year



FOCUS: Inexcusable (“wilful”) misconduct (French law)

- ❖ Under French law, the limitation of liability can be excluded in case of “wilful misconduct” of the carrier or forwarding agent. The “**Inexcusable (“Wilful”) misconduct**” is defined as follows (cumulative):
 - **deliberate and wilful fault**
 - **awareness of the likelihood of damage**
 - **reckless acceptance of the risk**
 - **no reasonable justification for undertaking such a risk**

- ❖ It is a higher standard of fault than gross negligence, which is closer to intentional fault in practice
- ❖ It can only be determined by a judge.
- ❖ Jurisprudence is quite strict on the evidence to qualify for the degree of fault that is “wilful misconduct”.

Summary

Activity	Contract	Liability Regime	Exclusion of liability	Limitation of liability	Inapplicability of the limit	Time bar
Road / Common carrier	Contract of carriage	Strict Liability / Presumption of liability	Excepted cases	Legal limitation of liability Default: Model Contract	Wilful Misconduct	1 year
Freight Agent (Commissionaire de transport)	Commission contract	For the acts of there subcontractor: Same regime as the subcontractor (strict liability)(Excepted cases	Legal limitation of liability (as applicable carriage contract)	Wilful Misconduct	1 year
		Personal liability (E&O): Fault base liability	Force Majeure, Third party fault (qualifying as force majeure) Contributory fault by the claimant	Default: Model Contract May provide specific limits or non liability	Wilful Misconduct	1 year
Freight Forwarder (Transitaire)	Mandate (Civil code, Art. 1984 et seq.)	Personal liability (E&O): Fault based liability	idem	Contractual limitation of liability (if any)	Gross Negligence	5 years
Warehousing	Storage contract (“Contrat de dépôt”) Civil Code, Art. 1915 et seq	Fault based liability (“Enhanced duty of care”)	idem	idem	Gross negligence	5 years
Other Logistic contracts	Civil code (general contract law)	Fault based liability	idem	idem	Gross negligence	5 years

An aerial photograph of a port terminal. The left side shows a large area filled with stacks of colorful shipping containers (red, blue, orange, green) arranged in neat rows. Several yellow gantry cranes are positioned along the top edge of the container stacks. In the center, a large container ship is docked at a pier, with its deck also covered in stacks of containers. Three white gantry cranes are mounted on the ship's deck. To the right, another container ship is shown at sea, moving away from the port and leaving a white wake in the dark blue water. The overall scene depicts a highly organized and active maritime logistics hub.

Let's talk

 **Marine**