

**Liability Insurance for Wagon Keepers of CRSC  
Checklist for interested parties and co-insureds.**

**Policy holder/Insured**

**Cargo Rail Service Center CRSC e.V.**

**Co-Insured**

individual CRSC members and new ones on application.

**Sum insured**

EUR 50.000.000,00  
for personal injury and property damage following an individual primary liability cover of the co-insureds, which has an equivalent value of EUR 50,000,000.00 per insured event.  
The total annual aggregate of this excess layer is EUR 50,000,000.00 per insurance year.



## **General conditions and description of insured operations**

- The insurance cover can be made available to CRSC members upon request.
- With this cover, wagon keepers, who are members of the CRSC can easily double their insurance cover from EUR 50,000,000.00 to EUR 100,000,000.00.
- Such a high insurance capacity of EUR 100,000,000.00 is easier to procure as a member of the CRSC than individually.
- Management and invoicing are supported by DVA.  
In case of an insured claim, DVA will coordinate and accompany the claims handling.

## **Requirements for the primary wagon keeper cover of the respective member**

CRSC members must maintain a primary cover for wagon keepers which meets the following requirements:

- A sum insured for the wagon keeper risk incl. ECM activity in accordance with current regulations with a minimum equivalent value of EUR 50,000,000.00 per insured event and insurance year.
- The scope of cover should be at least continental Europe.
- For non-independent participation in railway operations on the territory of the Federal Republic of Germany, the basic cover of the members should be the compulsory sum insured in accordance with § 14b in conjunction with § 14 II AEG. The minimum amount of the aforementioned sum insured is EUR 20 million per loss event and must be available at least twice for each insurance period.
- The precondition for the insurance cover of the excess liability insurance of the CRSC is the existence of the primary insurance policy. If such a primary insurance policy expires, the excess insurance policy of the CRSC for the co-insured person shall end at the same time, without the need for a special agreement or termination.
- The insurance cover provided under this excess liability insurance does not apply to risks for which an insurance sum limit (sublimit) exists in the primary insurance policies. In this respect, the primary liability covers of the members shall not contain any sublimits if possible, as the excess does not attach to this. It simply does not apply to risks for which a limit of indemnity (sums insured) has been agreed in the primary insurance policies.
- Furthermore, a primary insurance certificate must be submitted to the CRSC e.V. annually.
- Additionally, CRSC members are obliged to inform the CRSC e.V. immediately if their own primary insurance cover is cancelled or being terminated.

The provisions of the CRSC excess cover insurance contract are only legally binding.

Bad Homburg, 17th December 2021