
 DECREE No. 2025 / 01562 /PM OF 04 NOV 2025
 LAYING DOWN DETAILED RULES FOR IMPLEMENTING THE
 "CONTAINER RENTAL INSURANCE" COVERAGE IN CAMEROON.

THE PRIME MINISTER, HEAD OF GOVERNMENT,

- Mindful of** the Constitution;
- Mindful of** the United Nations Convention on the Carriage of Goods by Sea, Hamburg Rules, 31 March 1978;
- Mindful of** the 10 July 1992 treaty establishing an Integrated Organization of the Insurance Industry in African States and their constituent units;
- Mindful of** Regulation No. 08/12-UEAC-088-CM-23 of 22 July 2012 adopting the revised CEMAC Community Merchant Shipping Code;
- Mindful of** Law No. 83/016 of 21 July 1983 regulating the Police within the port areas;
- Mindful of** Law No. 98/021 of 24 December 1998 to organize the port sector;
- Mindful of** Law No. 2016/004 of 18 April 2016 governing external trade in Cameroon;
- Mindful of** Law No. 2017/021 of 20 December 2017 relating to the Finance Law of the Republic of Cameroon for the 2018 Financial Year;
- Mindful of** Law No. 2018/011 of 11 July 2018 to lay down the Cameroon Code of Transparency and Good Governance in public finance management ;
- Mindful of** Law No. 2018/012 of 11 July 2018 relating to the Fiscal Regime of the State and other Public Entities;
- Mindful of** Decree No. 85/1278 of 26 September 1985 to lay down regulations governing policing and operations in port areas;
- Mindful of** Decree No. 2011/408 of 9 December 2011 to organize the Government, as amended and supplemented by Decree No.2018/190 of 2 March 2018;
- Mindful of** Decree No. 2019/001 of 4 January 2019 to appoint a Prime Minister, Head of Government;

HEREBY DECREES AS FOLLOWS:

CHAPTER I
GENERAL PROVISIONS

ARTICLE 1. - This decree lays down the detailed rules for implementing the "Container Rental Insurance" (CRI) coverage established by the provisions of Section 10 of Law No. 2017/021 of 20 December 2017, on the Finance Law of the Republic of Cameroon for the 2018 fiscal year.

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ARTICLE 2. - Container Rental Insurance, abbreviated as "CRI" and hereinafter referred to as "the Insurance", is a contract between an insurance company and a shipper, designed to guarantee the ship-owner compensation in case the container is used beyond the maritime franchise, for material damage of any kind, or loss of equipment.

ARTICLE 3. - (1) Any container leaving the port area shall be subject to the purchase of a Container Rental Insurance policy.

(2) The Insurance shall not be payable in the following cases:

- the shipper provides proof that the container has been acquired as property;
- the shipper provides proof that the contract of carriage covers the guarantee of return of the container.

ARTICLE 4. – The system for containers in land transit on Cameroonian territory shall be governed by a specific legal text.

ARTICLE 5. - For the purposes of this decree, the following definitions shall apply:

Ship-owner: any person on whose behalf a ship is equipped, operated, or simply used and who is responsible for its commercial or technical management.

Insurance: a contract whereby one party, known as the policyholder, obtains a promise from another party, known as the insurer, to provide a benefit in the event of the occurrence of a risk, in return for the payment of a price known as a premium.

Insured: any person who has taken out an insurance policy for the purpose of exporting or importing goods.

Insurer: party who undertakes to provide a benefit to the insured in the event of the occurrence of the risk covered by the contract.

Beneficiary: any person who is a ship-owner or his representative.

Shipper: private individual or corporate body carrying out operations involving the export or import of goods.

Container: any type of container, tank or transportable platform, mobile box or any similar loading unit used to group goods and any equipment accessory to this loading unit.

Deductible: portion of the claim borne by the insured.

Marine insurance deductible: period of free use granted to the shipper from the time the container is made available.

Rental: provision, for the benefit of the shipper, of a container exclusively for the purpose of executing the contract which is the transport of goods.

Recipient: any private individual or corporate body who receives a container.

Subscriber: any person acting as a shipper or its agent;

Port area: All or part of the port domain.

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CHAPTER II
CATEGORIZATION OF CONTAINERS

ARTICLE 6. - (1) For the purposes of this decree, containers shall be categorized according to their size and type.

(2) The sizes of containers shall be as follows:

- a) Twenty (20) feet containers;
- b) Forty (40) feet containers;
- c) Forty-five (45) feet containers;
- d) Containers of any other size present in the port area.

(3) Sizes not covered by paragraph 2 above shall be expressed in twenty-foot equivalent units (TEUs).

(4) Container types shall be listed as follows:

- a) Non-refrigerated containers;
- b) Refrigerated containers;
- c) Special containers.

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CHAPTER III
INSURANCE COVERAGE TERMS AND CONDITIONS

ARTICLE 7. - (1) The Insurance shall cover, without deductible, the following claims:

- use of the container beyond the rental period;
- damage of any kind to the container;
- loss of the container.

(2) The declaration of one of the claims referred to in paragraph 1 above shall be the responsibility of the shipper or the ship-owner, as the case may be.

ARTICLE 8.- (1) The costs resulting from the use of the container beyond the rental period, damage to the container or loss of equipment, whether due to unforeseeable circumstances or the fault of the insured, shall be covered by the insurer, with compensation to be paid to the beneficiary.

(2) However, in the event of intentional or fraudulent misconduct on the part of the insured, the insurer may exercise recourse against the latter.

(3) The proof of intentional or fraudulent misconduct shall be responsibility of the insurer.

ARTICLE 9. - (1) Unless otherwise agreed, the insurer shall not be liable for losses and damages caused by foreign war, civil war, riot, or popular uprising.

(2) Where these risks are not covered by the contract, the insured must prove that the loss or damage resulted from a cause other than foreign war.

(3) It shall be incumbent upon the insurer to prove that the loss resulted from civil war, riot, or popular unrest.

CHAPTER IV
INSURANCE SUBSCRIPTION AND MANAGEMENT

ARTICLE 10. - Any shipper who is required to move a container provided for this purpose by a ship-owner outside the port area shall be required to underwrite an insurance policy with an insurance company approved by the competent authority.

ARTICLE 11. - (1) Insurance must be underwritten prior to or during customs clearance operations on the dedicated electronic platform of the One-stop Shop of External Trade Operations (GUCE).

(2) Upon underwriting the insurance, the insurance company shall issue the insured with an insurance certificate in return for payment of the corresponding premium.

(3) The presentation of the insurance certificate referred to in paragraph 2 above shall be a condition for the removal or availability of the container.

ARTICLE 12. - (1) The insurance shall be underwritten for the period between the availability of the container to the consignee and its actual return to the ship-owner.

(2) The delay shall be noted by the ship-owner, by written notification to the insurer, as of the date of expiry of the provision period, without prejudice to the application of penalties according to the daily delay rate in force.

ARTICLE 13. - (1) The assessment of damage of any kind suffered by the container shall be the subject of an expert report produced at the insurer's expense.

(2) In the event of a dispute over the report referred to in paragraph 1 above, the interested party may request a second opinion at its own expense.

ARTICLE 14. - (1) The loss of the container shall be deemed to have occurred in any of the following cases:

- when the container is returned in such a state of damage that it is declared unusable in accordance with the applicable technical standards;
- when the container is not returned within thirty (30) days after the expiry of the marine insurance deductible, except in cases of force majeure;
- when the insured party themselves declares the loss, destruction, or total damage of the container, subject to approval by the ship-owner.

(2) In all cases, the loss shall be recorded by the ship-owner, who shall inform the parties concerned by any means that leaves a written record.

ARTICLE 15. - The return of the container to the port shall be reported to the insurer without delay by any means leaving a written record.

ARTICLE 16. - (1) The maximum period for payment of the compensation due to the ship-owner under the insurance shall be set at thirty (30) days from the date of receipt of the invoice by the insurer, for all cases covered.

This compensation shall include:

- costs for exceeding the period the container was made available to the shipper by the ship-owner;
- repair costs in the event of damage of any kind to the container;
- replacement costs in the event of loss of equipment.

(2) Other terms and conditions of payment shall be set out in the insurance contract.

ARTICLE 17. - (1) The insurance in question shall fall under paragraph 7 of the nomenclature defined in Article 328 of the CIMA Insurance Code.

(2) All insurance companies approved in this paragraph shall be eligible to distribute it to the public.

ARTICLE 18. - The ship-owner and the shipper shall be required to report the claim without delay, as soon as it occurs.

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CHAPTER V
INSURANCE PRICING

ARTICLE 19. - (1) The guarantee value and the applicable rate shall be capped as follows:

SIZE	TFE (TWENTY FEET EQUIVALENT)	TYPE	VALUE MAXIMUM COVERAGE (CFA F)	MAXIMUM NET PREMIUM (NET OF TAX)
20 feet	1	Not refrigerated	4,156,214	87,280
	1	Refrigerated	18,203,902	152,913
	1	Open Top	4,045,909	84,964
	1	Flat Rack	5,104,838	107,202
40 feet	2	Not refrigerated	6,730,035	84,798
	2	Refrigerated	22,527,749	189,233
	2	Open Top	5,505,649	69,371
	2	Flat Rack	10,120,078	212,522
	2	High Cube Dry	7,417,604	93,462
	2	High Cube Dry	7,123,457	119,674
	2	Super Freezer	36,223,963	304,281
	2	Starcare	14,262,401	179,706
45 feet	2.25	Not refrigerated	4,294,126	54,106
	2.25	High Cube Dry	6,683,334	84,210
	2.25	Refrigerated	29,886,908	251,050
	2.25	High Cube Dry	5,653,820	71,238

(2) The guarantee value and applicable rate referred to in paragraph 1 above shall be subject to review.

CHAPTER VI
MISCELLANEOUS, TRANSITIONAL AND FINAL PROVISIONS

ARTICLE 20. - Any person contravening the provisions of this decree shall be liable to the penalties provided for by the regulations in force.

ARTICLE 21. - The marine insurance deductible periods shall be set by agreement between the shippers and the ship-owners. The insurer shall be informed thereof.

ARTICLE 22. - The relevant services of the Ministry in charge of insurance shall be responsible for the management and implementation of the insurance.

ARTICLE 23. - Specific instruments issued by the Minister in charge of insurance shall specify, as necessary, the procedures for implementing this decree.

ARTICLE 24. - Shippers and ship-owners shall have a period of six (6) months to comply with the provisions of this decree.

ARTICLE 25. - This decree shall be registered, published according to the procedure of urgency and inserted in the Official Gazette in English and French.

Yaounde, 04 NOV 2025

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PRIME MINISTER,
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