

Lime electric scooter rental Insurance

Insurance Product Information Document

Company: AXA France IARD – Registered in France with SIREN number 722 057 460 and regulated by the French Insurance Code

Product: Free-floating e-scooter rental insurance

AXA Policy number: **11083813704**



This Insurance Product Information Document presents a summary of the main guarantees and exclusions of the contract. It does not take into account your specific needs and requests. You will find complete information on this product in the information notice.

What is this type of insurance?

The "Lime electric scooter rental insurance" offer is designed to cover bodily injury and/or property damage caused by their users while involved in an accident as a driver of a Lime electric scooter rented in metropolitan France.



What is covered?

✓ Motor third-party liability

The insurer guarantees the civil liability of the insured when material damage and/or bodily injury is suffered by a third party, on the occasion of an accident in which the insured is involved, while driving an electric scooter rented through Lime.

✓ Defense and recourse following an accident

In the event of a traffic accident, the insurer defends the insured before the criminal courts and administrative commissions when the insured is subject to criminal proceedings.

✓ Personal Accident

The insurer guarantees compensation for bodily injury that the insured may suffer in the event of a traffic accident in which he or she is the victim as a driver of an electric scooter rented through Lime. The compensation of bodily injury includes total temporary functional deficit, permanent functional deficit, and the death of the driver.

Guarantees preceded by a ✓ are always provided for in the contract



What is not covered?

- ✗ Use of the Lime e-scooter above the 25km/h speed limit;
- ✗ Transported objects;
- ✗ Onerous transportation of goods;
- ✗ Onerous transportation of people.



Are there any exclusions to the cover?

MAIN EXCLUSIONS:

- ! losses and damage resulting from the insured's intentional or malicious fault;
- ! reimbursement of fines resulting from an infraction.

Damage

- ! that occurs when the rider was drunk or under the influence of drugs;
- ! that occurs during events, races, competitions (or their trials) or on a circuit.

MAIN RESTRICTIONS:

- ! For Personal Accident guarantee, a 15% deductible is applied on the permanent physical and psychological injury rate in case of a permanent functional deficit;
- ! Damage that occurs when the rider is under the required age (18 years old).



Where am I covered?

- ✓ For motor third-party liability and defense and recourse following an accident guarantees, in metropolitan France, in the French overseas departments and territories (DROM - COM), in the other states mentioned on the green card and not crossed out, as well as in the territory of the following states: Gibraltar, Liechtenstein, Monaco, San Marino, Vatican State.
- ✓ For personal accident guarantee, in metropolitan France.



What are my obligations?

Before cover starts

You must comply with Lime's Users Agreement and Terms and Conditions of Service available on Lime's website

During the policy

- Comply with the safety rules and the legislation in force regarding the use of Lime electric scooters
- Always park your Lime electric scooter safely in places deemed secure by Lime

In the event of an accident

- Declare any claim likely to involve one of the guarantees under the conditions and within the time limits stipulated and forward all documents useful for assessing the claim to the following address accident@li.me



When and how do I pay?

Your insurance is provided and paid for by Lime and is included in your rental. There is no additional charge for you.



When does the cover start and end?

Your cover starts when you unlock your Lime electric scooter via the Lime application and ends when the ride has ended and you have locked your Lime electric scooter via the Lime application, at any time from 1 March 2024 until and including 28 February 2025.





Information notice
valid as terms and conditions
N°11083813704
E-scooter rental Insurance

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PREAMBLE

This document is a translation of a French policy governed by French law. It is provided for the convenience of non-French speaking Lime users. The French version remains the policy in force and will apply in the event of a *claim* triggering the guarantees.

This information notice is drawn up in accordance with Article L112-2 of the French Insurance Code. It describes the guarantees, exclusions and the obligations of the *insured* under the Contrat d'assurance pour compte n°11083813704 established in accordance with article L.112-1 of the Insurance Code and subscribed by Lime, a company registered in the Paris Trade and Companies Register under no. 840 180 624, having its registered office at 3 bis rue Taylor 75010 Paris, on behalf of the *insureds* named below, with AXA France IARD, S.A. with a capital of €214,799,030 - Registered office: 313, Terrasses de l'Arche 92727 Nanterre Cedex - Registered in the Trade and Companies Register of Nanterre under no. 722 057 460. Intracommunity TVA no. FR 14 722 057 460. Company regulated by the insurance code.

This policy is equivalent to the general terms and conditions, which set out the scope of cover and the rights and obligations of the *insured* and the *insurer*.

The intermediary delegate broker of AXA France at the time of subscription and management of the insurance policy referenced above is AON France SAS with a capital of 46 027 140 €, registered to the RCS of Paris under n° 414 572 248, with its head office at 31-35 rue de la Fédération 75717 PARIS Cedex 15 and registered to the ORIAS under n° 07 001 560. AXA France IARD and AON France are subject to the control of the Autorité de Contrôle Prudentiel et de Résolution – ACPR – located at 4 Place de Budapest CS 92459 - 75436 PARIS CEDEX 09.

This policy is governed by the French law, and in particular the Insurance code.

For the risks defined in article L.191-2 of the Insurance Code and covered by the special provisions for the departments of Bas-Rhin, Haut-Rhin and Moselle:

- the mandatory articles: L.191-5, L.191-6 are applicable,
- article L.191-7, which is expressly waived, is not applicable.

Any dispute arising from the execution or interpretation of this policy shall be subject to the jurisdiction of the French courts.

Embargo/Sanctions

This policy shall be void and the *Insurer* shall not be liable to pay any indemnity or provide any benefits under this policy if performance of the policy would expose the *Insurer* to any sanctions, prohibitions or restrictions resulting from United Nations resolutions or to economic or trade sanctions under the laws or regulations of the European Union, the United Kingdom, or the United States of America.

Words in italics in this policy have only the meaning specified in the "Definitions" section.

1.DEFINITIONS

Accident

Any unintentional event involving bodily injury or property damage caused by the violent, sudden and unforeseeable action of a cause external to the e-scooter.

A.I.P.P

Permanent impairment of physical and mental integrity, also called *permanent functional deficit*. This rate is calculated by medical experts.

Beneficiary

A person who has a right not by himself but because of their relationship with the *insured* or the victim. In the context of the Personal Accident guarantee, the only persons covered are the spouse or partner in a civil solidarity pact (PACS) and the descendants or, in the absence of one or other of these persons, the ascendants and collaterals of the victim.

Bodily injury

Any injury to the physical integrity of a person.

Broker

The management of the contract has been entrusted by AXA to AON France, SAS with a capital of 46 027 140 €, registered at the RCS of Paris under the n° 414 572 248, having its head office at 31-35 rue de la Fédération 75717 PARIS Cedex 15 and registered at the ORIAS under the n° n° 07 001 560.

Claim

Occurrence of an event that triggers the guarantee.

Circuit

A circuit is a closed route that can be covered several times without being left. It can only take roads that are permanently or temporarily closed to public traffic. Its course is delimited by curbs, embankments or bank strips or by any other means. Its surface may be of different types, such as asphalt, concrete, natural or treated earth, grass, cinder track, ice. The same circuit may have several types of surfacing.

Compensation

Sum paid by the *insurer* in the event of a *claim*.

Consolidation

The moment when the bodily injuries have become fixed and have taken on a permanent character such that treatment is no longer necessary, except to avoid an aggravation.

Electric scooter or scooter

Single-seater land *vehicle* consisting of a metal plate mounted on two wheels and handlebars placed on the front wheel, all propelled by an electric motor at a maximum speed of 25 km/h and offered for rent by Lime in metropolitan France.

Expert

A technician or specialist mandated by reason of their skills to examine a question of fact of a technical nature requiring their knowledge of the subject. He is called "JUDICIAL" when they are mandated by a judge.

Insured

The renting individual who is at least 18 years old and is driving an e-scooter rented through the Policyholder's service, any person having custody or control of the *insured* e-scooter.

In the case of a group ride: the person authorized by the registered account holder to rent a scooter, with the account holder being responsible for the guest's compliance with the terms and conditions.

In the event of an accident between two e-scooters rented through the policyholder's service, they are considered as third parties

between themselves for bodily injury and property damage.

Insurer

AXA France IARD, a French Société Anonyme with a capital of 214,799,030 euros, registered in the RCS of under number 722,057,460 and whose head office is at 313, Terrasses de l'Arche 92727 NANTERRE CEDEX.

Interests at stake

Amount of the dispute, excluding late penalties, interest and related *claims*. In the case of contracts whose application is spread over time according to an agreed periodicity, the amount in dispute corresponds to a due date.

Limits

Upper limit of the *insurer's* guarantee.

Litigation, dispute

Conflict situation or dispute leading the *Insured* to assert a right or to defend himself before a criminal court, meeting the conditions of the Criminal Defense coverage and the Recourse against Third Parties coverage.

Locking/unlocking

Operation consisting of the renter of an electric scooter scanning the code or entering the unlocking code from their application.

Mediator

The insurance mediator is the natural person who intervenes in the treatment of disputes between *insurers* and their clients.

Narcotics

Substances or plants classified as narcotics. Driving under the influence of narcotics is punishable by two years' imprisonment and a €4,500 fine, with additional penalties. (L.235-1 of the French Highway Code).

Moral prejudice

Prejudice suffered by certain close relatives as a result of the victim's pain, decay and suffering. Moral prejudice or injury to feelings concerns ascendants, descendants, and collaterals (parents, grandparents, siblings, children, grandchildren, etc.).

Permanent functional deficit (permanent damage to physical and psychological integrity constituting a permanent functional deficit)

These are the permanent after-effects left after an *accident*.

It is the definitive reduction in physical, psycho-sensory or intellectual potential resulting from the medically ascertainable anatomical-physiological damage, to which are added the pain that has taken on a permanent character and the psychological repercussions, normally linked to the described sequelae, as well as the consequences usually and objectively linked to this damage in everyday life.

Policyholder

Lime, a company registered in the RCS of Paris under the number 840 180 624 with its head office at 3 bis rue Taylor 75010 Paris.

Property damage

Any deterioration or destruction of a thing or substance, any physical injury to an animal.

Put into service

The fact that Lime leaves the *scooters* in public spaces so that they can be used by the *insured* after *unlocking*.

Recourse

The *Insurer* guarantees the exercise of amicable or judicial recourse by the *Insured*, in order to obtain, outside of any dispute or litigation between the *Insured* and the *Insurer*, compensation for damages suffered during an accident.

The *Insurer* may decide to stop the proceedings or not to pursue the *third party* at fault if it considers the *Insured's claims* to be untenable, the lawsuit to be unsuccessful or your opponent's offers to be reasonable.

Subrogation

This is the *insurer's* right to recover from the person responsible for a loss the sums that the *insurer* has paid.

Third party

Any person who is not the *insured* under this policy.

Vehicle

Any motorized land *vehicle* as defined in article L211-1 of the Insurance Code.

2. GUARANTEES IN SHORT

As a user, renter and driver of Lime scooters, the *insured* benefits from the guarantees mentioned in the hereby policy:

- Motor Third-party Liability (article 5),
- Criminal Defense and Recourse following a covered Accident (D.P.R.S.A.) (article 6),
- Personal Accident (article 7).

3.EFFECTIVE DATE – DURATION OF GURANTEES

All coverage begins on the date and time the rental begins and ends on the date and time the rental ends, at any time from 1 March 2024 until and including 28 February 2025. These dates and times are evidenced by the act of unlocking and locking the *e-scooter* in the Lime application.

This information is stated in your rental history on the application.

4.TERRITORIALITY

Motor third-party liability and Criminal Defense and Recourse following a covered Accident:

The policy applies in metropolitan France, in the French overseas departments and territories (DROM - COM), in the other states mentioned on the green card and not crossed out, as well as in the territory of the following states: Gibraltar, Liechtenstein, Monaco, San Marino, Vatican State.

Personal Accident:

The policy applies in metropolitan France.

5.MOTOR THIRD-PARTY LIABILITY GUARANTEE

5.1 Object of the guarantee

The *insurer* guarantees the civil liability of the *insured* when *property damage* and/or *bodily injury* is suffered by a *third party*, on the occasion of an accident in which the *insured* is involved while driving an *electric scooter* rented through Lime.

5.2 Triggering of the guarantee

The guarantee triggered by the harmful event covers the *Insured* against the financial consequences of the *claims*, as soon as the harmful event occurs between the initial taking effect of the guarantee and its cancellation or expiry date, whatever the date of the other elements of the *claim*.

5.3 Exclusions

In addition to the exclusions common to all guarantees, the following are not covered under the "motor third-party liability" guarantee:

Article L 211-1 of the Insurance Code

- **damage suffered by the authors, co-authors, accomplices of the theft of the *vehicle*;**

Article R 211-8 of the Insurance Code

- **compensation for damage suffered by the person driving the *vehicle*;**
- **compensation for damage suffered by an employee or a person working for an employer, as a result of an accident at work.** However, this exclusion does not include coverage for additional compensation provided for in Article L. 455-1-1 of the Social Security Code, for damages resulting from an accident as defined in Article L. 411-1 of the same code, suffered by an employee or a person working for an employer who is the victim of an accident involving a motorized land *vehicle* driven by that employer, one of their employees or a person belonging to the same company as the victim, and which

occurred on a road open to public traffic;

- **compensation for damage to buildings, things or animals rented or entrusted to the driver in any capacity.** However, this exclusion does not apply to the civil liability that the *insured* may incur as custodian of the *vehicle* as a result of fire or explosion damage caused to a building in which the *vehicle* is parked, for the part of which he is not the owner;
- **compensation for damage caused to goods and objects transported**, except for damage to the clothing of the persons transported, when this is an accessory to a bodily accident.

5.4 Limits and deductibles

Coverage is provided within the limits set forth in the table below:

	Limits per <i>claim</i>	Deductible per <i>claim</i>
Bodily injury	Unlimited	None
Property damage Including damage resulting from fire, explosion	100 000 000 € 1 300 000 €	None

6. CRIMINAL DEFENSE AND RECOURSE FOLLOWING A COVERED ACCIDENT (D.P.R.S.A.)

6.1 Object of the guarantee

Intervention threshold

Defense and Recourse following an *accident* guarantee is triggered when the *interests at stake* are greater than **300 € all taxes included**.

Defense of civil interests

In the event of a traffic accident, the *insurer* will defend or represent the *insured* in any civil or administrative legal proceedings in any of the countries in which the guarantee applies, when the action is at the same time in the interests of the *insurer*, i.e. when the damage is covered under this contract and exceeds the intervention threshold indicated in this contract.

The *insurer* undertakes to defend the *insured* and to pay all legal costs and fees related thereto, within the limits provided for hereinafter.

No cover is provided for:

- Defense actions not related to covered risks;
- Actions of a criminal nature

Criminal defense and recourse

Criminal defense

This coverage applies to the assumption of responsibility or reimbursement of defense costs and the organization of the *insured's* defense, when they are summoned before a court for criminal offenses in one of the countries in which the guarantee applies, and when this complaint concerns damages covered under this contract and exceeding the intervention threshold.

The *insurer* undertakes to ensure the *insured's* defense under the conditions and limits stated in the Defense of civil interests paragraph.

Recourse

Apart from any dispute between the *insured* and the *insurer*.

The *insurer* undertakes to exercise, at its own expense, any amicable or legal recourse against an identified *third party* in order to obtain financial compensation for the consequences of an accident for:

- material damage to property belonging to the *insured*,
- bodily injury suffered by the *insured*.

However, the *insurer* may only exercise the recourse of the *insured* tenant if the third party responsible is an identified person who is not defined as the *policyholder* of this contract.

6.2 Limits

Coverage is capped at an overall amount of €10,000, the breakdown of which is specified below.

The *insurer* may decide to stop the proceedings or not to pursue the liable *third party* if it considers the *insured's claims* to be untenable, the trial to be doomed to failure or your opponent's offers to be reasonable.

The costs and fees of experts, mediators and lawyers are deducted from the amount dedicated to the dispute resolution.

They are calculated on a TVA rate of 20%, they are indicated including taxes and may vary according to the TVA rate in force on the day of the invoice. They include secretarial, travel and photocopying expenses.

COSTS AND LAWYER'S FEES		
■ Pre-litigation and interim relief ■ Application ■ Assistance to judicial expertise, including drafting of statements	346 €	Per order
■ Assistance in mediation or conciliation ■ Amicable steps if the assistance of a lawyer is imposed by law or in case of conflict of interest (including consultations and transactions leading to a protocol)		Per meeting
■ Amicable steps if the assistance of a lawyer is imposed by law or in case of conflict of interest ■ Assistance before a commission ■ Police court ■ Filing a complaint with civil action ■ Investigation procedure ■ Amicable recourse before a guarantee fund, a compensation fund or a similar institution ■ Criminal mediation, penal composition, appearance before a court	450 €	Per <i>Litigation</i>
■ Court of Justice ■ Administrative Court ■ Commercial Court ■ Labour Court (including the "départage") ■ Appeal (all ways, including petition and summary proceedings)	1 400 €	
■ Court of Cassation, including consultations ■ Council of State, including consultations ■ Court of Assizes ■ European Court of Human Rights ■ European Court of Justice	2 300 €	Per <i>Litigation</i>
■ Criminal Court ■ Other jurisdictions ■ Enforcement Judge	700 €	
■ Jurisdictions located in the European Union (see Territoriality Clause n°4)	Amount provided by the equivalent French jurisdiction	
IN ADDITION, OUR COVERAGE CANNOT EXCEED A TOTAL OF €10,000 PER DISPUTE		

MAXIMUM LIMITS OF COVERAGE

▪ Dispute resolution ⁽¹⁾	10 000€ ⁽¹⁾	Per <i>Litigation</i>
▪ Expert fees and expenses	1 000€ (amicable)	
	3 000€ (judicial)	
▪ Mediation costs and fees	1 000€ (amicable)	
	2 000€ (judicial)	

(1) Subject to specific limits on legal, expert and mediation fees and expenses

7.PERSONAL ACCIDENT GUARANTEE

7.1 Object of the guarantee

The *insurer* guarantees *compensation* for bodily injury suffered by the *insured* in the event of an *accident* in which they are the victim as the driver of the *electric scooter* rented through Lime.

Bodily injury is calculated in accordance with the rules of French common law (i.e., the rules usually applied by French courts and tribunals), after deduction of benefits paid by the third-party payers listed in article 29 of law no. 85-677 of July 5, 1985, relating to compensation for victims of traffic accidents.

Compensation for bodily injury includes:

➤ In case of driver's injuries

The intervention of the *insurer* is broken down as follows:

- The total temporary functional deficit, which is contractually compensated up to **25 euros** per day over a maximum period of **60 days within a limit of 1500 € per claim**.
- The *permanent functional deficit* (PFD), which is compensated up to the overall *limit* of 50 000 € per *claim*, subject to a **15% deductible** on the permanent physical injury rate (*AIPP*).

How will the *insured* be compensated in case of total temporary functional deficit?

In case of temporary loss of function, only the total temporary loss of function is taken into account and without any deductible. The *insured* will be compensated during the period prior to consolidation or recovery, during which, due to the consequences of the injuries and their evolution, the victim is totally unable to pursue their usual activities, whether or not he/she also carries out a paid activity.

Specifically, in the event of an accident with a temporary functional deficit:

- If the *insured's* injuries consolidate or are healed after 8 days then the *insured* will receive €25 x 8 days of pre-consolidation of the injury or €200.
- If the *insured's* injuries consolidate or are healed after 80 days, the *insured* will receive €1,500 corresponding to the compensation limit (€25 x 80 days = €2,000).
 - Application of the compensation limit of 1500€ (i.e. 60 days x 25€) so the 20 additional days are not taken into account.

How will the *insured* be compensated in case of *permanent functional deficit* (PFD)?

The *Permanent Functional Deficit* (PFD) is determined by the expert doctor by reference to the indicative scale for evaluating disability rates under common law (Concours médical 2003).

The value of the point is set according to the *permanent functional deficit* determined as above.

Regardless of the *insured* driver's responsibility, the *insurer* pays the compensation for permanent functional deficit when the rate of permanent physical and mental impairment is **greater than 15%**. Compensation is paid up to a maximum of 50 000 € per *claim*, less a 15% deductible.

No compensation will be paid for permanent functional deficit if the *A.I.P.P.* rate is equal to or less than 15%.

In concrete terms, in the event of an accident with a *PFD*:

- If the *AIPP* rate after consolidation is 8%, the *insurer* will not intervene in this regard.
- If the *AIPP* rate after consolidation is 25%, the *insurer* will compensate up to 10%.

➤ In the event of the death of the driver

In the event of the death of the driver caused by an *accident* (immediately or in the twelve months following the day of the accident) and in the absence of an at-fault *third party*, the *insurer* will compensate the loss of income of the *beneficiaries*, the *moral prejudice*, and the funeral expenses, up to the limit of the guarantee provided for in paragraph 7.2, **after deduction of any compensation that may have been paid in respect of a temporary and/or permanent functional deficit.**

The total compensation under the personal accident guarantee represents:

- an advance on compensation when recourse is possible in whole or in part,
- a final settlement when the *insured* driver's liability is fully engaged or when recourse is impossible.

7.2 Coverage limits

For each *claim*, the maximum commitment of the *insurer* cannot exceed the *limit* of 50 000 €. The maximum amounts of coverage are as follows:

	Overall limit per <i>claim</i>	Deductible per <i>claim</i>
Any loss item: - Death - Permanent functional deficit - Total Temporary functional deficit	50 000 € With a sub-limit of €1,500, paid for total temporary functional deficit and allocated as follows: €25 per day for up to 60 days	Death: no deductible Permanent functional deficit: 15% AIPP Total temporary functional deficit: no deductible

Subrogation

Pursuant to the articles L 131-2 paragraph 2 and L 211-25 of the Insurance Code, the *insurer* is subrogated to the rights and actions of the persons indemnified against any person responsible for the *accident* and his *insurer* for the reimbursement of the benefits provided for in the contract.

In addition to the exclusions common to all coverages, the following are not covered under the "Personal Accident" coverage:

- the driver of a *scooter* who is under the age required by the general conditions of the rental contract concluded between the *policyholder* and the driver;
- the driver when using the *e-scooter* on any *circuit*;
- the driver who, at the time of the accident, is under the influence of alcohol - a state defined by a blood alcohol level punishable by at least a fourth class fine - articles L234-1 and R234-1 of the Highway Code) or refuses to submit to a blood alcohol test, or refused to submit to this test before dying;
- the driver who has used substances or plants classified as *narcotics* proven by blood tests following the *accident* (article L235-1 of the Highway Code)
- *claims* caused intentionally by the driver;
- the consequences of the driver's suicide or attempted suicide.

8. COMMON EXCLUSIONS TO ALL COVERAGES

The *insurer* never covers:

Article L 113-1 of the Insurance Code

- losses and damages resulting from an intentional or fraudulent fault of the *insured*;

Article L 121-8 of the Insurance Code

- losses and damages caused by either foreign war or civil war, or by riots or by people's movements.

Article R 211-8 of the Insurance Code

- damage or aggravation of damage caused by weapons or devices intended to explode by modification of the structure of the nucleus of the atom or by any nuclear fuel, radioactive product or waste or by any other source of ionizing radiation and which engage the exclusive responsibility of a nuclear installation operator;

Article R 211-11 of the Insurance Code

- damage caused by the *vehicle*, when it is transporting sources of ionizing radiation intended for use outside a nuclear facility, if said sources have caused or aggravated the loss;
- damage caused by the *vehicle*, when it is transporting flammable, explosive, corrosive or oxidizing materials, and in

the event that said materials have caused or aggravated the loss. However, the non-insurance could not be invoked for the transport of oils, mineral spirits or similar products, not exceeding 500 kg or 600 liters, including the supply of liquid or gas fuel necessary for the engine;

- **damage occurring during trials, races, competitions or their tests, subject by the regulations in force to the prior authorization of the public authorities.** However, the guarantees subscribed remain acquired in the event of participation in tourist rally-concentrations and during the courses of connection between the stages of a sporting event;

Other exclusions

- **damage caused by volcanic eruptions, earthquakes, and tidal waves;**
- **reimbursement of fines resulting from a violation.**

9. IN CASE OF A CLAIM

9.1 *Claims* notification

The *insured* must declare his or her *claim* to the *policyholder* within ten (10) working days following the date on which he or she becomes aware of it, by contacting the *policyholder* directly from the *policyholder's* application or via the email address: accident@li.me

The *policyholder* is responsible for sending the *claim* form to the *insured* and for receiving it duly completed from him/her to send it to the managing *broker* who will then transmit all the elements to the *insurer*.

9.2 What do we do in case of “Third-party Liability” *claim* ?

In all cases where the *insured's* liability may be sought, the *insurer* will take charge of defending its financial interests. If the *insured* is found to be liable, the *insurer* will pay the compensation for the *insured* within the limits of the coverage and after deduction of any deductibles.

The *insurer* makes an offer, within the limits of their rights, to the injured parties or their beneficiaries.

The *insurer* shall direct the settlement in civil matters with the injured third parties.

No acknowledgement of liability, no transaction taking place without their agreement can be set up against the *insurer*.

In the event of legal or administrative proceedings involving the interests of both the *insured* and the *insurer*, the *insurer* shall conduct the proceedings before the civil, commercial or administrative courts.

The *insurer* may decide to stop the proceedings or not to pursue the liable third party if it considers the *insured's* claims untenable, the lawsuit doomed to failure or the opponent's offers reasonable. The management of the recourse can only be delegated to an agent on their initiative.

9.3 Supporting documents to be attached to the *claim* form

In all cases, the *insured's* statement of *claim* must include the following supporting documents:

- detailed *claim* statement specifying the causes, circumstances, nature, dates, times and place of the loss, and/or the joint report;
 - identity card with the following information:
 - name, first name;
 - date of birth;
 - postal address and email and/or telephone number;
- the history of the rental during which the accident occurred, available in its application;
- the details of the third party or parties involved in the accident:
 - name, first name;
 - postal address and email and/or telephone number;
 - the insurance company and contract number;
 - in the case of a collision with another motorized *vehicle*: the *vehicle's* registration number.

Rules specific to *bodily injury*:

All medical documents must be sent to the *insurer's* medical advisor in a confidential envelope. These documents must never be sent to the *policyholder*.

In the event of *bodily injury* to the driver, he/she will be asked to send:

- originally, a medical certificate stating the nature of the injuries,
- then, all medical documents related to the accident,

- upon consolidation or recovery, a medical certificate of consolidation or recovery.

In case of death:

It is the responsibility of the victim's dependents, as soon as they become aware of it, to declare it within the time limits and in the form provided.

The victim's *beneficiaries* must send a death certificate mentioning the causes of death and, as far as they are concerned, a declaration on their honour certifying their status as *beneficiaries*.

Refusal to produce medical documents will result in the loss of all rights to compensation.

In the event of injuries, the *insurer's* expert physician and/or the support person must have free access to the victim.

The victim may not, unless there is a justified objection, obstruct this without losing all rights to compensation.

The duration of the interruption of activity, the extent of the disability and the accidental nature of a death will always be assessed on the basis of the indications of the *insurer's* medical officer. The *insured* has the option of being assisted by the doctor of their choice, whose fees will be paid by the *insured*.

If these two doctors are unable to reach a common conclusion, a third doctor will be appointed by amicable agreement or by court order. This third doctor will necessarily be chosen from the list of legal experts.

The costs and fees of the victim's doctor or his/her beneficiaries shall be borne by him/her, while those of the third doctor shall be shared equally between him/her and the *insurer*.

10. PRESCRIPTION

In accordance with the provisions of article L.114-1 of the Insurance Code, all actions arising from an insurance contract are prescribed by two years from the event giving rise to them. As an exception, actions arising from an insurance contract relating to damage resulting from land movements due to drought and soil dehydration, recognized as a natural disaster under the conditions provided for in Article L. 125-1, are barred after five years from the event giving rise to them.

However, this period does not run:

- in the event of concealment, omission, false or inaccurate statement of the risk incurred, only from the day the *insurer* became aware of it,
- in the event of a *claim*, from the day on which the parties concerned became aware of it, if they prove that they were unaware of it until then.

When the *insured's* action against the *insurer* is based on the recourse of a third party, the limitation period only runs from the day when the third party has taken legal action against the *insured* or has been compensated by the latter.

The limitation period is extended to ten (10) years in personal accident insurance contracts, when the *insureds* are the rightful *claimants* of the deceased *insured*.

In accordance with article L.114-2 of the Insurance Code, the limitation period is interrupted by one of the ordinary causes of interruption of the limitation period constituted by: any legal *claim*, even in summary proceedings, or even brought before an incompetent court; any act of forced execution, or any precautionary measure taken in application of the code of civil enforcement procedures; any acknowledgement by the *insurer* of the *insured's* right to a guarantee, or any acknowledgement of a debt owed by the *insured* to the *insurer*.

It is also interrupted by:

- the appointment of experts following a *claim*;
- the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, addressed by the *insurer* to the *insured* with regard to the action for payment of the premium and the *insured* to the *insurer* with regard to the settlement of the indemnity.

In accordance with article L.114-3 of the Insurance Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of its suspension or interruption.

11.SUBROGATION

The *insurer* who has paid the insurance indemnity is subrogated, up to the amount of this indemnity, in the rights and actions of the *insured* against third parties who, by their act, have caused the damage which gave rise to the *insurer's* liability. The *insurer* may be discharged, in whole or in part, from their liability towards the *insured*, when subrogation can no longer be effected in favour of the *insurer* by the *insured's* act.

12. HOW TO FILE A COMPLAINT

The paragraph below specifies the procedures for examining complaint and the possible recourse to the Insurance Mediation.

How to send your complaint?

In all cases, you must formalize your complaint in writing so that we can respond to your dissatisfaction as best we can, and send it to your usual contact or, at any time, to the *insurer's* complaint Department:

[AXA - Directions des Partenariats IARD - Service Réclamations - 313 Terrasses de l'Arche - 92727 NANTERRE CEDEX](#)

Our commitments

An acknowledgement of receipt will be sent to you within a maximum of ten working days starting from the sending of the complaint. Your situation will be studied with the greatest care and a reasoned written response will be sent to you within a maximum of sixty days as of the sending of the complaint.

Referral to the Mediator

You can refer your case to the Insurance Mediator:

- two months after your first written complaint whether or not you receive a reply from us,
- and in any case, within a maximum of one year from the date of your first written complaint.

This referral can be made:

- online, on the [mediation-assurance.org](https://www.mediation-assurance.org) website
- or by letter, to the following address [Le médiateur de l'Assurance - TSA 50110 - 75441 Paris Cedex 09](#).

The Mediator's intervention is free of charge.

The Mediator will make a proposal for a solution within 3 months of receiving your complete file.

Both parties, you and the *Insurer*, are free to decide whether or not to follow it.

You may at any time refer the matter to the competent court.

13. INFORMATION ON THE USE OF INSURED'S PERSONAL DATA

The *insurer* is responsible for the *insured's* data. The data will be used for the day-to-day management of the insurance contract and its guarantees. It may also be used (i) in the context of litigation, (ii) to combat money laundering and the financing of terrorism, (iii) to comply with applicable regulations, or (iv) to analyze all or part of the policyholder's data, possibly cross-referenced with that of selected partners, in order to improve products (research and development), to assess or predict his or her situation (appetence scores) and to personalize his or her experience as a policyholder. Any health-related data collected will be used exclusively for the conclusion, management and execution of the insurance contract.

The data will be kept for the time necessary for these various operations, or for the duration specifically provided for by the CNIL (standards for the insurance sector) or the law (legal requirements).

It will only be communicated to companies in the group of the *insurer* or managing *broker*, insurance intermediaries, reinsurers, partners or authorized professional bodies that need to have access to it to carry out these operations. For those recipients located outside the European Union, the transfer is limited to (i) countries listed by the European Commission as providing sufficient protection for the data or (ii) recipients who comply with either the standard contractual clauses proposed by the CNIL or the internal company data protection rules (BCR) of the *insurer's* group or managing broker. Any data relating to the *insured's* health that may be collected will only be communicated to authorized subcontractors of the *insurer*.

The *insurer* is legally bound to verify that the *insured's* data is accurate, complete and, if necessary, updated. The *insurer* may ask the *insured* to verify or complete their file (for example by recording the email address with which they wrote to the *insurer*).

The *insured* may request access, rectification, deletion or portability of his or her data, define directives concerning their fate after his or her death, choose to limit their use or oppose their processing. If the *insured* has given special and express authorization for the use of certain of his or her data, he or she may withdraw it at any time, provided that the information does not affect the application of the contract.

To exercise their rights, policyholders may write to the *insurer's* data protection officer (email: service.informationclient@axa.fr or mail: AXA France - Service Information Client - 313 Terrasses de l'Arche 92727 Nanterre cedex). In the event of a complaint, the *insured* may choose to refer the matter to the CNIL.

14. INFORMATION SHEET RELATING TO THE OPERATION OF "CIVIL LIABILITY" COVER OVER TIME (ANNEX TO ARTICLE A.112 OF THE INSURANCE CODE)

Warning

Its purpose is to provide the information necessary for a good understanding of the functioning of the civil liability cover over time. It concerns policies taken out or renewed after the entry in force on 3 November 2003 of Article 80 of Law No. 2003-706. Contracts taken out previously are subject to special provisions specified in the same law.

Harmful event:

The fact, act or event which causes the damage suffered by the victim and is the subject of a *claim*.

Claim:

A challenge to your liability, either by letter or any other durable medium addressed to the *insured* or the *insurer*, or by summons before a civil or administrative court. The same loss may be the subject of several *claims*, either from the same victim or from several victims.

Period of validity of the guarantee:

The period between the date on which the cover takes effect and, after any renewals, its termination or expiry date.

Subsequent period:

The period after the date of termination or expiry of the cover. Its duration is specified in the contract. It cannot be less than five years.

If your policy covers only your personal liability, see 14.1.

Otherwise, see 14.1 and 14.2.

14.1 The contract covers your private life liability

Outside any professional activity, the guarantee is triggered by the harmful event.

The *insurer* provides cover when a *claim* is made following damage caused to others and you or the other persons covered by the contract are held liable, provided that the event that caused the damage occurred between the date the policy took effect and the date the cover was cancelled or expired.

The *claim* must be addressed to the *insurer* whose cover is or was in force at the time when the harmful event occurred.

14.2 The contract covers civil liability incurred as a result of a professional activity

The insurance contract should specify whether the cover is triggered by the "harmful event" or by the "*claim*".

When the contract contains both guarantees covering your civil liability due to professional activity and guarantees covering your civil liability in your private life, the latter are triggered by the harmful event (see Article 14.1 above)

However, certain contracts for which the law provides special provisions derogate from this provision; this is the case, for example, with regard to compulsory ten-year insurance for construction activities.

14.2.1. How does the "harmful event" triggering method work?

The *insurer* provides cover when a *claim* is made following damage caused to others and you or the other persons covered by the contract are held liable, provided that the event causing the damage occurred between the date the policy came into effect and the date the cover was cancelled or expired.

The *claim* must be addressed to the *insurer* whose cover is or was in force at the time when the harmful event occurred.

14.2.2. How does the "by *claim*" triggering method work?

In any case, the *insurer's* cover is not due if the *insured* was aware of the harmful event on the day he took out cover.

14.2.2.1. First case: the third party's *claim* is addressed to the *insured* or to the *insurer* during the period of validity of the cover taken out.

The *insurer* shall provide cover even if the event giving rise to the *claim* occurred before the cover was taken out.

14.2.2.2. Second case: the *claim* is addressed to the *insured* or to the *insurer* during the subsequent period.

Case 1: The *insured* has not taken out new liability cover triggered by the *claim* covering the same risk.

The *insurer* provides cover.

Case 2: The *insured* has taken out new liability cover triggered by the *claim* with a new *insurer* covering the same risk.

It is the new cover which is implemented, unless the *insured* was aware of the harmful event on the day of its subscription, in which case the previous cover comes into play.

Therefore, if there is no interruption between two successive guarantees and the *claim* is addressed to the *insured* or his *insurer* before the expiry of the subsequent period of the initial guarantee, one of the two *insurers* is necessarily competent and takes charge of the *claim*.

Where the initial cover is triggered during the subsequent period, the limit of compensation may not be lower than that of the cover triggered during the year preceding the date of its termination or expiry.

14.2.3. In the event of a change of *insurer*.

If you have changed *insurers* and if a *claim* for damage occurred before you took out your new contract and is only *claimed* during your new contract, you must decide which *insurer* will pay you. Depending on the type of contract, either the old or the new *insurer* can be validly seized. See the following typical cases:

14.2.3.1. The old and the new cover are triggered by the harmful event.

The cover that is activated by the *claim* is the one that is or was valid on the date of the harmful event.

14.2.3.2. The old and the new cover are triggered by the *claim*.

Your former *insurer* will have to deal with the *claim* if you had knowledge of the harmful event before you took out your new cover. No cover is due from your former *insurer* if the *claim* is made to you or your former *insurer* after the expiry of the subsequent period.

If you were not aware of the harmful event before taking out your new cover, your new *insurer* will accept your *claim*.

14.2.3.3. The old cover is triggered by the harmful event and the new cover is triggered by the *claim*.

If the harmful event occurred during the period of validity of the old cover, the old *insurer* must deal with *claims* relating to the damage resulting from this harmful event.

If the amount of this cover is insufficient, the new cover triggered by the *claim* will then be used to supplement this insufficiency, provided that you were not aware of the harmful event before the date of taking out your new cover.

If the harmful event occurred before the old cover took effect and remained unknown to the *insured* at the date of taking out the new cover, the new *insurer* must deal with *claims* relating to the damage resulting from this harmful event.

14.2.3.4. The old cover is triggered by the *claim* and the new cover is triggered by the harmful event.

If the harmful event occurred before the date on which the new cover was taken out, the old *insurer* must handle the *claims*. No guarantee is due from your former *insurer* if the *claim* is addressed to the *insured* or to your former *insurer* after the expiry of the subsequent period.

If the harmful event occurred during the period of validity of the new cover, it is of course the *insurer* of the new cover who must handle the *claim*.

14.2.4. In the event of multiple *claims* relating to the same harmful event.

The same harmful event may be the cause of multiple losses which occur or become apparent at different times. Several *claims* are then likely to be made successively by the various third parties concerned. In this case, the *claim* is considered as a single one. As a result, the same *insurer* takes responsibility for all the *claims*.

If the harmful event occurred while your contract was triggered on the basis of the harmful event, it is therefore your *insurer* on the date when the harmful event occurred who must handle the *claims*.

If you were not covered on the basis of the harmful event at the date of the harmful event, the *insurer* who must be designated is the one who is competent, under the conditions specified in paragraphs 14.2.1, 14.2.2 and 14.2.3 above, at the time the first *claim* is made.

If this insurer is competent for the first claim, then subsequent claims will be handled by the same insurer regardless of the date on which these claims are made, even if the subsequent period has passed.

