

Lime electric bike 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-bike rental insurance

AXA Policy number: **11083820904**

The 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 purpose of the "Lime e-bike rental insurance" offer is to cover bodily injury and/or property damage caused during the rental period by a driver of a Lime e-bike rented in metropolitan France.



What is covered?

✓ **Third-party liability of the Lime user**

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 bike 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 bike rented through Lime. Bodily injury is only compensated if the rate of Permanent Physical and Psychological Injury (AIPP) is higher than the minimum threshold of 5% of AIPP.

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



What is not covered?

- ✗ Use of the Lime e-bike 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:

- ! A deductible of 5% in case of Permanent Physical and Psychological Injury is applied for the personal accident guarantee;
- ! Damage that occurs when the rider is under the required age (18 years old).



Where am I covered?

- ✓ The policy covers all e-bikes rentals made through Lime 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 bikes
- Always park your Lime electric bike 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 bike via the Lime application and ends when the ride has ended and you have locked your Lime electric bike via the Lime application, at any time from 1 March 2023 until and including 29 February 2024.





Information notice
valid as terms and conditions

N°11083820904

E-bike rental Insurance

PREAMBULE

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 L.112-2 of the French Insurance Code. It describes the guarantees, exclusions and your obligations under the Contrat d'assurance pour compte n°11083820904 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 your/our rights and obligations.

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-bike.

A.I.P.P

Permanent impairment of physical and mental integrity, also called permanent 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.

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*.

Complaint

The Insured's liability is called into question either by letter or any other durable medium sent 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.

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 bike or E-bike

Electrically assisted bicycle that can travel at a maximum speed of 25 km/h and is offered for rent by Lime.

Expert

A technician or specialist mandated by reason of his/her skills to examine a question of fact of a technical nature requiring his/her knowledge of the subject. He/she is called "JUDICIAL" when he/she is mandated by a judge.

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.

Insured

The Policyholder of this policy, the owner of the insured e-bike, the renting individual who is at least 18 years of age and is driving an e-bike rented through the Policyholder's service, any person having custody or control of the insured e-bike.

In the case of a group ride: the person authorized by the registered account holder to rent an e-bike, 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-bikes rented through the policyholder's service, they are considered as third parties between themselves for bodily injury and property damage.

Limits

Upper limit of the insurer's guarantee.

Litigation

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 bike 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.

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.

Bodily injury

Any injury to the physical integrity of a person.

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 *e-bikes* 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.

The 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.

Third party

Any person who is not the Insured under this policy.

2.YOUR GUARANTEES IN SHORT

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

- Civil liability (article 5),
- 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 2023 until and including 29 February 2024. These dates and times are evidenced by the act of unlocking and locking the e-bike in the Lime application.

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

4.TERRITORIALITY

The guarantees apply to any *e-bike* rental *put into service* by Lime in metropolitan France.

5.CIVIL LIABILITY GUARANTEE

5.1 Object of the guarantee

The *insurer* guarantees the civil liability of the Insured, as the driver of a rented *e-bike* through the intermediary of Lime, when material damage and/or bodily injury is suffered by a *third party*, as a result of an accident involving the rented *e-bike*.

The Insurer's intervention is subject to the non-assumption of these damages by another insurer under the Insured's private life civil liability.

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 "civil liability" guarantee:

- claims occurring outside metropolitan France;
- compensation for damage caused by an Insured under the age required by the general conditions of use of the service;
- compensation for damage suffered by the person driving the vehicle;
- compensation for damages 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 his 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 civil liability which 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 persons transported, when this is an accessory to a bodily injury.

5.4 Limits and deductibles

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

	Limit per claim	Deductible
Bodily injury and property damage	2 000 000 €	None

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

6.1 Object of the guarantee

Conditions of guarantee

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 French civil or administrative legal proceedings, 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 deductible 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.

Not covered are:

- 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 your defense costs and the organization of your defense, when you are summoned before a French court for criminal offenses, and when this complaint concerns damages covered under this contract and exceeding the deductible.

The insurer undertakes to ensure the insured's defense under the same conditions and limits as for civil defense.

Recourse

The insurer undertakes to exercise, at its own expense, any amicable or legal recourse against an identified third party in order to obtain, outside any dispute or litigation between the *insured* and the *insurer*, 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.

This opposition of interests constitutes a dispute.

6.2 Limits and deductibles

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 total amount of €10,000.

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		
<ul style="list-style-type: none"> ■ Pre-litigation and interim relief ■ Application ■ Assistance to judicial expertise, including drafting of statements 	346 €	Per order Per meeting
<ul style="list-style-type: none"> ■ 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) 	450 €	Per <i>Litigation</i>
<ul style="list-style-type: none"> ■ 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>
<ul style="list-style-type: none"> ■ Court of Justice ■ Administrative Court ■ Commercial Court ■ Labour Court (including the "départage") ■ Appeal (all ways, including petition and summary proceedings) 	1 400 €	
<ul style="list-style-type: none"> ■ Court of Cassation, including consultations ■ Council of State, including consultations ■ Court of Assizes ■ European Court of Human Rights ■ European Court of Justice 	2 300 €	
<ul style="list-style-type: none"> ■ Criminal Court ■ Other jurisdictions ■ Enforcement Judge 	700 €	
<ul style="list-style-type: none"> ■ Jurisdictions located in the European Union (see Territoriality Clause n°4) 	Amount provided by the equivalent French jurisdiction	Per <i>Litigation</i>
IN ADDITION, OUR COVERAGE CANNOT EXCEED A TOTAL OF €10,000 PER DISPUTE		

MAXIMUM LIMITS OF COVERAGE		
<ul style="list-style-type: none"> ■ Dispute resolution ⁽¹⁾ 	10 000€ ⁽¹⁾	Per <i>Litigation</i>
<ul style="list-style-type: none"> ■ Expert fees and expenses 	1 000€ (amicable)	
	3 000€ (judicial)	
<ul style="list-style-type: none"> ■ Mediation costs and fees 	1 000€ (amicable)	
	2 000€ (judicial)	

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

7. PERSONAL ACCIDENT GUARANTEE

7.1 Object of the guarantee

- In case of driver's injuries

The *insurer* guarantees, as bodily injury, the *compensation* of the *permanent functional deficit (PFD)* that the *insured* suffers in case of a traffic accident of which he/she would be victim as a driver of an *e-bike* rented through Lime.

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

The *permanent functional deficit* is compensated subject to a **5% deductible** on the permanent physical injury rate (*AIPP*).

No compensation will be paid for *permanent functional impairment* if the *A.I.P.P.* rate is equal to or less than 5%.

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

The *AIPP* rate, used to define the *PFD*, is determined by the expert doctor by reference to the indicative scale for evaluating disability rates under common law (Concours médical 2003).

The amount of the compensation is calculated according to the rules of French common law (i.e., according to the rules usually applied by French courts), 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 the Compensation of Victims of Traffic Accidents.

This amount is limited to the upper limit of the guarantee and is deducted from the deductible of 5 *AIPP* points.

Regardless of the insured driver's responsibility, the *insurer* pays the compensation for permanent functional impairment when the rate of permanent physical and mental impairment is **greater than 5%**.

This payment is made subject to the respect of the exclusions of the personal accident coverage and the exclusions common to all coverages.

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

- If the *AIPP* rate after consolidation is 3%, the insured will not be compensated because the *AIPP* rate is lower than the deductible.
- If the *AIPP* rate after consolidation is 25%, compensation will be paid as follows
 - Application of the 5% deductible: the *AIPP* rate retained will be 25% - 5% = 20%.

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.

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 pay to the surviving spouse (not separated from bed and board) or, failing that, to the notorious cohabitee or, failing that, to the heirs of the victim, the lump sum of **50 000 €** with no deductible, after deduction of any sums that may have been paid in respect of a *permanent functional deficit*.

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.

7.2 Coverage amounts

For each accident, the maximum commitment of the insurer cannot exceed the limit of 50 000€. The maximum amounts of coverage for disability and death are as follows (1):

	Limits per claim	Deductible
Death	50 000 €	None
Permanent Functional Deficit	50 000 €	5% of AIPP

(1) According to the calculation methods stated in Paragraph 7.1

In addition to the exclusions common to all guarantees, the "Personal Accident" guarantee does not cover the consequences:

- of the use of an e-bike by a renter who is not of the required age according to the general conditions of use;
- of the use of an e-bike on any *circuits*;
- of alcohol consumption, if it is revealed that at the time of an accident, the Insured had a blood alcohol level equal to or higher than 0.5 g / l of blood;
- of the absorption by the *insured* of drugs or narcotic substances;
- use without a medical prescription of medication or tranquilizers that can only be delivered with a medical prescription;
- suicide or attempted suicide.

8. COMMON EXCLUSIONS

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;

Other exclusions

- 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;
- damage caused by volcanic eruptions, earthquakes, tidal waves and other natural disasters, except where the law on natural disasters applies;
- reimbursement of fines resulting from a violation.

9. CLAIMS NOTIFICATION PROCESS AND TERMS OF COMPENSATION

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.

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.

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

He/she 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 him.

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.

In the event of a reduction in cover for an inaccurate or incomplete declaration (Art. L.113-9 of the Insurance Code), the insurer settles with the injured third party, but in this case the insured must reimburse him/her for the sums paid on his/her behalf in proportion to the contributions that he/she should have paid.

9.2 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.
- the non assumption by their insurer of the private civil liability under their home insurance contract.

For the Personal Accident coverage, the insured must provide the following documents directly to the insurer:

In case of bodily injury:

- 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*.

All medical documents must be sent in a sealed and confidential envelope to the attention of AXA's medical advisor.

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 his 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 the Insurer's Claims 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 days.

Your situation will be studied with the greatest care and a reasoned response will be sent to you within a maximum of sixty days.

Referral to the Mediator

You can refer your case to the Insurance Mediator:

- either upon receipt of our reasoned reply if you are not satisfied with it,
- or, in the absence of a response from us, two months after your first written complaint,

- and in any case, within a maximum of one year from the date of your first written complaint.

This referral can be made :

- electronically on the [mediation-assurance.org](https://www.mediation-assurance.org) website
- or by mail, 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 the Mediator's proposal.

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

13. INFORMATION ON THE USE OF YOUR PERSONAL DATA

The *insurer* and the *broker* are jointly responsible for the insured's data. The data will be used by the *broker* for the day-to-day management of the insurance contract and its guarantees, while the insurer will only have access to it on an ad hoc basis to assist the insured on certain specific claims. 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 and the managing broker.

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

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.

