

Guarantee Fund Compendium

F – France

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General information

Please provide the official full name of your Guarantee Fund.

Fonds de Garantie des Assurances Obligatoires de dommages (FGAO)

What is the legal status (form) of your Guarantee Fund (non-profit organisation, association of legal entities, limited liability company, etc.)?

FGAO is a private company with a public mission

How is the ownership/membership of your Guarantee Fund structured (e.g. owned/controlled by all members equally, part of state government, etc.)?

FGAO consists in 2 separate funds: FGAO acting in the framework of motor insurance

As legal entity under private law, the Guarantee Fund for Compulsory Property and Casualty Insurance (FGAO) is placed under the supervision of the State and subject to the control of the Ministry of Economy and Finance which determines the rate of contributions of insured persons and insurers who largely finance its operation while the law sets its missions.

The board of directors is composed of 12 members

FGTI acting in the framework of terrorism and offences

The Guarantee Fund for Victims of Acts of Terrorism and Other Offenses (FGTI) is a public service operator with civil status, financed by a compulsory levy on property insurance contracts. Like those of the FGAO, its missions are defined by law.

The board of directors is composed of 9 members.

1 - Unidentified or uninsured vehicles

1.1. What is the full identity (exact name, address, etc.) of the body established or authorised in accordance with Article 10 of the Codified Motor Insurance Directive? Please specify.

FGAO – Fonds de Garantie des Assurances Obligatoires de dommages – 64 rue DeFrance – 94682 Vincennes cedex

1.2. What is the legal nature of this body?

Private company with a public mission

1.3. On what legal basis is it authorised to carry out compensation?

Law.

Guarantee Fund: art. Art. L421-1 to Art. L421-10-3 and Art. R421-1 to Art. R421-20 of the French Insurance Code

Compensation body: Art L421-11 to Art. L421-15 and Art. R421-71 of the French Insurance Code

1.4. Is compensation by this body subsidiary?

Yes

FGAO is subsidiary as Gurantee Fund and Compensation Body

1.5. If the compensation is subsidiary, which entities are excluded?

Insurance undertakings: Any insurer intervening under a different ground (e.g. on a contractual ground (due to a damage insurance or other) or as the insurer of the vehicle involved in the accident (in the sense of the French Law of 5/7/1985 the so-called Badinter Law)

Other: Social Security Bodies and any other person or body which is obliged to pay full or partial compensation for the victim's damages.

1.6. Is this body a VAT liable entity?

Yes.

1.7. If yes, please indicate the VAT number:

FR 70 784 394 561

1.8. If this body is a VAT liable entity, is the service of claim handling VAT exempted?

Yes.

1.9. Are there any specific provisions governing the recourse between this body and those responsible for the accident and other insurers or social security bodies obliged to compensate the victim for the same accident?

No.

1.10. If yes to question 1.9, what do these specific provisions consist of? Please specify briefly.

N/A.

1.11. Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was uninsured, excluded from the intervention of the body?

No.

1.12. In the event of an accident caused by an unidentified vehicle, is the intervention of the body subject to specific provisions as regards the compensation of damage to property?

Yes.

1.13. If yes to question 1.12, what are the specific provisions? Please specify briefly.

Property damages are considered if certain conditions of major bodily injuries are fulfilled according to art. R421-18 of the French Insurance Code.

In case of unidentified driver, material damages are not compensated

1.14. If yes to question 1.12, what are the conditions provided for by your legislation so that the personal injuries may be considered as significant (cf. Article 10.3 of the Codified Motor Insurance Directive)? Please specify briefly.

If one of the victims of the accident presents one of the following conditions (art. R421-18):

- Death
- Permanent and partial disability of at least 10%
- A minimum of 7 days of hospitalisation followed by a temporary and total disability during one month or more.

1.15. If the injured party is not a resident of an EEA Member State, can it benefit from the intervention of the body?

Yes.

1.16. What periods of limitation are the demands for compensation addressed to the body subjected to? Please specify briefly.

Regarding personal injuries, the victim must have carried out a transaction within 5 years following the accident or have summoned the person who is liable if the perpetrator is known or, if he/she is unknown, the Guarantee Fund. The victim must have addressed his/her request within 3 years following the accident if the person who is liable is known and within a year after the transaction or a year after the date of the judicial decision which has the force of “res judicata” if the person who is liable is known.

Regarding property damage, the victim must address his/her request within 6 months after discovering the failure to carry insurance and at the latest, within a year after the accident except if it was not possible to determine the absence of insurance within this delay.

In presence of personal injuries and material damages, the delays that apply are those of the victim who has suffered personal injuries.

1.17. According to Article 11 of the Codified Motor Insurance Directive “In the event of a dispute between the body referred to in Article 10(1) and the civil liability insurer as to which must compensate the victim, the Member States shall take the appropriate measures so that one of these parties is designated to be responsible in the first instance for paying compensation to the victim without delay”. Which of these parties has been designated in your country to be responsible in the first instance for paying compensation to the victim in the event of a dispute between the body and the insurer responsible for civil liability as to which must compensate the victim? Please specify.

The insurer must compensate the victim, in case of a dispute concerning the guarantee.

1.18. Are there certain types of vehicles or certain vehicles having a special plate exempted from the obligation of compulsory MTPL insurance in your country? (Article 5.2 of the Codified Motor Insurance Directive)

Answer to this question is available in the Green Card Bureau Compendium, question 14.3.

1.19. If yes, please list those vehicles:

Answer to this question is available in the Green Card Bureau Compendium, question 14.4.

2 - Stolen vehicles or vehicles obtained by violence

2.1. Has your Member State made use of the possibility offered by Article 13(2) of the Codified Motor Insurance Directive to make the Guarantee Fund responsible for paying compensation instead of the insurer?

Yes.

2.2. If yes to question 2.1, what are the conditions provided in the event of compensation for damage to property? Please specify briefly.

The insurance no longer has effect either after a 30-day delay after reporting the theft either the day of the transfer of the Guarantee to a replacement vehicle if the transfer takes place before the end of the delay.

2.3. If yes to question 2.1, are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body?

Yes.

3 - Other cases of intervention by the body

3.1. Does the legislation of your Member State provide for other situations where the injured party can claim compensation from the body after a road traffic accident?

Yes.

3.2. If yes to question 3.1, what are these situations?

- In case of an insurer's insolvency
- If the person liable for the accident is not a land motor vehicle (pedestrian, cyclist, etc.) and is not insured (are considered in this case bodily injuries and property damages) or unknown (are considered bodily injuries and property damages if certain conditions relating to major bodily injuries are fulfilled).
- If the accident was caused by an animal without a keeper or which keeper is unknown (are concerned bodily injuries) or not insured (are concerned bodily injuries and property damages).