

Green Card Bureau Compendium

F - France

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General information

Please provide the official full name of your Bureau.

BUREAU CENTRAL FRANÇAIS DES SOCIÉTÉS D'ASSURANCES CONTRE LES ACCIDENTS
D'AUTOMOBILES

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

Non-profit organisation

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

Controlled by all members equally

Question N° 1

1.1. What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and what was the date of its entry into force?

27th February 1958, supplemented by an executive order dated 7th January 1959. Entry into force on 1st April 1959.

1.2. What is the date of the present Law and of its entry into force?

The same (translated into Article L.211 of Insurance Code), supplemented by a law on compensation dated 5th July 1985, known as the "BADINTER law".

Question N° 2**2. Which are the classes of motor vehicles for which insurance is compulsory?**

All motor vehicles, their trailers and semi-trailers belonging to private individuals or corporate bodies.

Vehicles belonging to the State and to certain public authorities are exempt.

Question N° 3**3. Is the Law applicable to foreign visitors?**

Yes.

Question N° 4**4. Does the Law apply in respect of liability for both personal injury and damage to property?**

Yes.

Question N° 5

5. What is the minimum limit of cover required for personal injury damage? State the minimum value of sum insured, date with effect from and please indicate whether the limit is per accident or per victim.

Type of vehicle	Personal injuries		Material damage	
	Per accident	Per victim	Per accident	Per victim
All	Unlimited		€ 1.220.000	
Date of effect: 22/11/2011				

Question N° 6**6.1. Does the Law require cover in respect of passengers carried in the vehicle?**

Yes.

6.2. Is there any category of passenger excluded from this cover?

- The driver

- Employees involved in a traffic accident considered to be an industrial accident but not occurring on a road open to public traffic
- Persons complicit to a theft

Question N° 7

7. Under what conditions is an insurer permitted by Law to reject a third party claim? Please specify.

- Nullity of contract
- Cancellation of contract
- Non-existence of contract
- Lawful suspension of cover for non-payment of premiums.

Question N° 8

8. Is there a direct right of action by a third party against an insurer?

Yes.

Question N° 9

9. Does a claimant resident in a foreign country have a direct right of action against the local Bureau or the insurer representing the Bureau?

Yes, against the Bureau.

No against the insurer representing the Bureau and not having received commission to do so.

Question N° 10

10.1. Does the Law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes (Law dated 5th July 1985, also known as “Badinter law”).

If yes, what is the nature of the damages to which the time-limit applies?

Personal injury and material damages.

10.2. What is the specific time-limit?

Whatever the nature of the damage in cases where liability is not contested and the damages have been fully quantified, the insurer is required to make an offer of compensation to the victim within three months of the presentation of the claim. If liability has not been determined or if the damages have not been fully quantified, the insurer is required to provide a reasoned reply within the same period.

In cases involving personal injury, the offer is to be made within a period of eight months of the date of the accident. The offer may be provisional when the insurer has not been informed of the improvement of the victim's condition within three months of the accident. The final offer of compensation must then be made within five months of the date on which the insurer has been informed of this improvement.

In any case the period which is the most favorable to the victim applies.

10.3. Which are the other provisions of the Law in this respect? (e.g. sanctions)

If the offer is not made within the times specified, the amount of compensation due to the victim has interested added to it at twice the legal rate. If the offer made to the victim by the insurer is deemed inadequate, the insurer may be sentenced to pay to the guarantee fund a sum equivalent to at most 15% of the compensation allocated.

10.4. Are there any similar stipulations for provisional payments?

No, there are no legal provisions but conclusions are drawn from jurisprudence.

Question N° 11

11.1. Is there a limitation period for legal proceedings against the insured or the insurer?

Yes

If yes, please specify.

- In the case of lawsuits for third party liability: 10 years
- If the civil suit is conducted at the same time as criminal proceedings: 3 years

11.2. Are there any provisions in the Law which allow for the suspension or extension of that limitation period?

No.

If yes, please specify.

N/A.

Question N° 12

12.1. Is your Bureau a VAT liable entity?

No.

12.2. If yes, please indicate the VAT number:

N/A.

In this case is the service of claims handling by the Bureau VAT exempted?

N/A.

12.3. Is an MTPL insurer in your market a VAT liable entity?

Yes.

If yes, is the service of claims handling by an MTPL insurer VAT exempted?

No.

12.4. Is a specialised claims handling office a VAT liable entity?

Yes.

If yes, is the service of claims handling by this entity VAT exempted?

No.

Question N° 13

[Note: Questions addressed to non-EEA Bureaux only. For EEA Bureaux, see Section 2 & 3]

13.1. Is there a Guarantee Fund in your Country?

N/A.

If yes, what are the conditions and limits of intervention of the Guarantee Fund?

N/A.

13.2. Are these conditions and limits applicable to non-residents whether they are the cause of, or victims of, accidents?

N/A.

Question N° 14 – For countries concerned by Section III of the Internal Regulations

14.1. Are there natural or legal persons (public or private) exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.2 of the Internal Regulations)

Yes.

If yes, please list the persons exempt from compulsory MTPL insurance:

Government and Army.

In this case please also indicate the authorities or bodies responsible for compensation:

For the Government vehicles: The BCF.

For the Army vehicles: The Ministry of Defense.

14.2. Are there certain types of vehicles or certain vehicles bearing a special plate exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.3. of the Internal Regulations)

No.

If yes, please list those vehicles:

N/A.

Question N° 15

15.1. Any other special features?

No.