



MANDATE

Assistance with out-of-court compensation claims

To be returned signed, together with a copy of valid photo identification

Courtesy translation of the French original. In the event of any discrepancy, the French version prevails.

1. THE PRINCIPAL

Surname and first name:

Date of birth:

Place of birth (town, department):

Home address:

Postcode and town:

Telephone:

Email:

Acting in the capacity of (tick the relevant box):

- ☐ Direct victim of the accident.
- ☐ Relative or successor in title of the victim (indirect victim).
- ☐ Legal representative of the victim: parent, guardian, curator, holder of a future protection mandate (attach supporting document).

If the principal is not the direct victim:

Surname and first name of the victim:

Date of birth:

Relationship to the principal:

2. THE LOSS CONCERNED

Date of the accident:

Place of the accident:

Nature of the accident:

3. THE AGENT

The principal hereby appoints as agent the association **VICTIMES ET AVENIR**, an association governed by the French Act of 1 July 1901, whose registered office is at **12 rue de la Lampe, 77100 Nanteuil-lès-Meaux, France**, registered under RNA number **W771013221** and SIREN number **820 377 430**, represented by its acting president, Mrs Maud ESCRIVA.

4. PURPOSE OF THE MANDATE

The principal instructs the agent to assist him or her and to carry out, in his or her name, all out-of-court or pre-litigation steps with a view to obtaining compensation for the loss suffered as a result of the accident identified above.

To this end, the principal expressly authorises the agent to:

1. Compile, handle and follow up the compensation file.
2. Obtain from the competent authorities and administrations all documents useful to the claim, in particular the police report or the investigation report.
3. Obtain from the medical profession all documents useful to the assessment of the loss, including the medical file.
4. Disclose the documents in the file, including medical documents, to the third parties concerned and to the experts of the association's panel of experts working on the file, solely for the purposes of handling the claim.
5. Make all necessary declarations to the paying bodies and send them the required documents, including medical documents, enabling recovery against the liable third party.
6. Correspond with the insurer, the relevant guarantee fund where applicable, the social security bodies and the experts, and receive settlement offers.

5. SCOPE AND LIMITS OF THE MANDATE

This mandate is a mandate of assistance. It confers on the agent no power of representation in court, and no function of legal advice or drafting of legal documents within the meaning of French Act no. 71-1130 of 31 December 1971.

In accordance with Article 1988 of the French Civil Code, the agent has no power to settle. **No settlement offer may be accepted and no settlement agreement may be signed without the prior written consent of the principal, who personally signs any settlement.**

Any compensation obtained is paid **directly to the principal**, into the bank account held in his or her name. The agent neither receives nor holds any funds on behalf of the principal.

The principal remains free at all times to be assisted or represented by a lawyer and by a medical adviser of his or her own choosing, at any stage of the procedure. He or she was informed of this right before signing this document.

6. REFERRAL TO A LAWYER FROM THE ASSOCIATION'S NETWORK

Where the file calls for legal advice going beyond the scope defined in Article 5, the association shall inform the principal beforehand and shall offer, with his or her agreement, to put him or her in touch with one or more lawyers from its network.

The choice of lawyer belongs exclusively to the principal. He or she may consult several lawyers from the network before deciding, and remains free to instruct any lawyer of his or her own choosing outside the association's network. **The first appointment with a lawyer from the network is free of charge.**

- ☐ I agree to be contacted by a lawyer from the association's network, having first been notified by the association, and to my contact details being passed on to that lawyer for that sole purpose. This consent may be withdrawn at any time.

7. FINANCIAL TERMS

The assistance provided by the association is **free of charge**. It gives rise to no fee, no commission and no deduction of any kind whatsoever from the compensation received by the principal.

8. DURATION, REVOCATION AND TERMINATION

- The mandate takes effect on the date of its signature.

- It ends on final settlement of the compensation file, or if the principal abandons the claim.
- In accordance with Article 2004 of the French Civil Code, the principal may revoke this mandate at any time, without reason and without cost, by registered letter with acknowledgement of receipt or by email to the association.
- The agent may also terminate it, in particular where the file goes beyond the scope of its involvement; it shall then inform the principal in writing and return the documents entrusted to it.
- If the principal instructs a lawyer, the mandate ends automatically as regards the steps taken over by that lawyer.

9. PERSONAL DATA AND HEALTH DATA

The principal is informed that handling the file involves collecting personal data and data concerning health, which are sensitive data within the meaning of Article 9 of Regulation (EU) 2016/679 (GDPR).

Explicit consent

- ☐ I expressly consent to the association VICTIMES ET AVENIR collecting, storing and processing my personal data and my health data, and those of the victim where I act on their behalf, solely for the purposes of handling my file and the compensation steps described above.
- ☐ I expressly consent to those data, including medical data, being disclosed to the following recipients, strictly to the extent necessary for those purposes: the members and volunteers of the association authorised to handle the file, the medical adviser and the experts of the association's panel, the insurer and its representative, the social security and paying bodies, and where applicable the lawyer appointed by the principal or the network lawyer (Article 6).

Data controller: association VICTIMES ET AVENIR, 12 rue de la Lampe, 77100 Nanteuil-lès-Meaux, France. **Legal basis:** explicit consent of the principal (Art. 6(1)(a) and 9(2)(a) GDPR). **Retention period:** the data are kept for the time needed to handle the file, then archived for **[period to be specified: e.g. 5 years]** from its closure, before deletion. **Rights of the principal:** access, rectification, erasure, restriction, objection and portability of his or her data, together with the right to withdraw consent at any time, without affecting the lawfulness of processing already carried out. These rights may be exercised with **[data protection contact / dedicated email address to be completed]**. The principal also has the right to lodge a complaint with the CNIL, the French data protection authority (www.cnil.fr).

10. SIGNATURE

The principal acknowledges having read and understood all the clauses of this mandate, in particular Article 5 on its limits and Article 6 on referral to a lawyer, and having received a copy of it.

Executed in two original counterparts, one of which is given to the principal.

At:

On:

The principal

Handwritten words, in French: « Lu et approuvé, bon pour mandat »

For the association VICTIMES ET AVENIR

Name, capacity and signature of the representative