



L'ASSURANCE EN PLUS FACILE

# Legal information & Terms and conditions of use

APRIL-INTERNATIONAL.COM

Updated on October 15, 2021



Good news for you, dear readers! We know you, we know that in addition to being a curious Internet user or in search of the ideal contract .... You are in a hurry and not necessarily a legal expert.

To make it easier for you to understand and identify the essential elements of the Guide, we have identified them visually in colour and with the logo opposite.



## 1. Preamble

April-international.com is the APRIL Group's website developed by APRIL and its subsidiaries which distribute offers dedicated to mobility. It presents the insurance products we distribute and the services we provide.

## 2. Who are we?

The publisher of the april-international.com website is APRIL.

APRIL is a public limited company with share capital of €16,416,584, registered in the Lyon Trade and Companies Register under no. 377 994 553, whose registered office is located at 114 boulevard Vivier Merle - 69439 LYON Cedex 03 - France. APRIL is an insurance intermediary registered with the ORIAS under no. 07 019 355 ([www.orias.fr](http://www.orias.fr)) and is a company subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (4 Place de Budapest 75436 PARIS CEDEX 09).

**Contact:** Eric Maumy

You can find out more about our business [here](#) and about our subsidiaries [here](#).

The Site's host is APRIL Courtage, an economic interest grouping registered with the Lyon Trade and Companies Register under number 529 521 478, whose registered office is located at 114 Boulevard Vivier Merle 69003 LYON.

**Contact:** Jean-François FAYE

Case by case :

- The "online subscription" services are hosted by Amazon AWS, in France and in Asia.
- Some of the Site's services are also hosted and operated in partnership by service providers (electronic signature services via YouSign, online payment services via Paybox, etc.). Please refer to the specific conditions of each service.

## 3. What is the purpose of our Terms of Use?

These Terms and Conditions of Use (T&Cs) provide a legal framework for the use of the services of our website april-international.com (hereinafter referred to as "the Site") by You.

"You" are Internet users. Depending on the case, You may be looking for a Product, or in the process of subscribing to or joining a Product, or already insured. Or simply curious.

By accessing and using our Site, You accept the terms of these TOU without reservation.

Your agreement to their content results from the use of the Site without the need for You to affix Your handwritten or electronic signature on any document.



Our Terms and Conditions are available at any time on april-international.com. In case of modification, the version applicable to You is the one in force on april-international.com at the time of Your last consultation of the site.

## 4. Access and availability of the Site

To access our services, you will need computer equipment and an internet connection. You are responsible for these costs. You will have free access to most of the april-international.com website.

You are under no obligation to purchase. But the subscription to one of the insurance products that we distribute will be charged, according to the conditions provided for each product and/or service.

Similarly, depending on the services we make available to you, some of them require us to obtain prior identifiers and passwords from our departments: these are the subscription and policyholder areas. We reserve access to these areas - depending on the services - to the distributors in our network, to our prospects and to our members and subscribers.

Finally, in order for our site to function correctly, we must sometimes interrupt it for maintenance reasons. In this case, access to the site may be interrupted or suspended without notice or justification. Please be assured that we will do our utmost to restore the situation as soon as possible.

## 5. Our commitments and yours

We are liable for facts that are directly attributable to us and that cause You direct damage, to the exclusion of any indirect damage or damage to a third party.

However, we shall not be liable in the following cases:



- When You are asked to provide information: it is Your responsibility to ensure that all information provided is true, accurate and up-to-date. Any subscription/membership to our Products is subject to nullity or reduction of benefits in the event of a false declaration, omission or inaccuracy.
- If You have misused the april-international.com services - whether intentionally or not,
- Due to the content available on april-international.com: Please note that the information provided on April-international.com is for information purposes only and is not binding. However, we attach great importance to its quality. We may be held liable if our content is considered illegal and we have not made the content unavailable upon request,
- If changes in administrative and legal regulations occur after publication and are applicable to us,
- If our site is hacked and your equipment is infected by a virus. In no event shall we be liable for any direct or indirect damages of any kind arising out of access to and/or use of the Site, including but not limited to: loss of business; loss of programs; alteration, destruction or loss of data; any deterioration or viruses that may infect the computer equipment or any other property of the User of the Application; negligence of the User or misuse of information provided to the User under the Site and the Services
- Please note, however, that IT security is taken very seriously within our group and that our IT teams do everything possible to ensure that none of this damage occurs.

You accept all risks arising from the use of the Site.

When You are on our Site, You agree not to:

- Engage in acts of defamation, insults, threats, harassment or acts that violate privacy or human dignity, glorify crimes against humanity, deny genocide, incite violence, racial hatred or pornography;
- Modify, disassemble or arrange all or part of the Site, including the software used on the Site, or remove or attempt to remove the copyright notices and names of persons mentioned on the Site;
- To hinder the proper functioning of the Site in any way whatsoever, particularly through the intrusion of any viruses or other computer infections circulating on the Internet network.

In case of misuse of our Site or if we consider that You are in one of the cases mentioned above: we will be entitled to suspend or terminate, at any time and without notice, your access to our Site. You may also be held civilly and/or criminally liable in accordance with applicable laws.

You are responsible for your use of april-international.com services and for the information you provide in the forms. We recommend that you check their accuracy and correct any errors.

#### **Force majeure :**

Our responsibility and yours cannot be engaged, no matter the prejudice, damage or loss, if they are the consequence of a case of force majeure as recognized by the article 1218 of the civil code.

## **6. Information on the services we provide**

### **a) Online subscription**

#### **Purpose of the service:**

This service is intended for individuals of legal age or legal entities who wish to obtain a rate for the subscription of an insurance product.



We offer you a 100% digital experience. But we also give you the opportunity to be accompanied by calling the number provided to you or by being called back, after having entered your contact information.

#### **How does the electronic signature service work?**

Once you have selected the insurance product best suited to your needs and consulted the associated documentation (general conditions and product information document), you will be automatically redirected to our service provider's electronic signature platform.

You will be asked to read, accept and sign the pre-contractual documentation.

You will then receive a secret code by SMS consisting of 4 digits. This code allows you to sign your contract and your direct debit mandate. It is a temporary, personal and confidential code.

We use the services of a certified and secure electronic signature provider. You will be able to view and must agree to their terms and conditions and data processing policies just prior to signing your contract.



You will understand that it is essential to provide us with a valid email address and mobile phone number that you consult regularly. Indeed, we favour a total dematerialization: you will receive our information, calls for contributions, and other documentation by email, by SMS or in your customer area.

Unless it is incompatible with the contract concluded or with the service provided, you can always object to the use of the dematerialized medium at any time during the contractual relationship.



We recommend that you download your pre-contractual documentation, which you can find on our website:

- In the "insurance applications" page, you can consult, download and print the general conditions and the DIP for each product,

- in the electronic signature tool, you will again be able to consult, download and print all the necessary pre-contractual documentation,
- and finally, in the summary page of your subscription (post signature) in which you will find all the documentation that you have signed.

Please note that you can ask to be contacted at any time to be accompanied or to continue your subscription in paper format.

### Responsibility

Your application is then analysed by the relevant departments.

We are under no obligation to accept Your application for membership or subscription. However, where possible, we will provide You with all the explanations for our refusal.

## b) "My account", your customer area

### For whom?

The Customer Area is open to all policyholders who have taken out a policy. To activate this service, You must, at Your first connection :

- Fill in Your Username (composed of 10 digits) and Your e-mail address.
- Complete a membership form and read the present general conditions. An encrypted confidential code will be sent to you: we advise you to personalize it and keep it.

When you use the service, you will only need to enter Your username and password.



Oops! It doesn't work? contact us, we will be happy to help you:



ouverture.extranet@aprilmobilité.com  
+33 (0)1 73 02 93 93

### For what?

This Service allows You to access Your personal data, to consult, monitor and manage the contract(s) that You hold. You will be able to carry out certain actions online and in particular access or modify certain personal data.

## c) Your right to cancel and terms

In accordance with French distance selling rules, You may cancel the subscription to an Insurance Product by sending a registered letter with acknowledgement of receipt to APRIL International Care France at the address shown on the general terms and conditions of the contract given to You at the time of subscription, within 14 days of receiving the subscription certificate.

The contract will cease on the date of receipt of the letter of cancellation and the contributions already paid will be reimbursed, with the exception of those corresponding to the period of cover already elapsed.

To do so, the User may use the following sample letter:

*"I, the undersigned, M..... (surname, first name, address) hereby renounce my subscription to the contract "..... (name of the contract) " n°.....(policyholder number mentioned on the membership certificate or on the special conditions) that I had subscribed to remotely on ..... Done at ..... on ..... signature ....."*

If benefits have already been paid under the contract, the User may no longer exercise his or her right of renunciation.

Please note: Some contracts have a 30-day waiver period. It is therefore advisable to refer to the general conditions of the contract.

## 7. Convention on Evidence

All data, information, files and any other digital element that You exchange with us or that we keep, in particular in our databases or on our servers, will constitute admissible, valid and opposable evidence with the evidential value of a private document. They will be deemed valid and enforceable in the same way, under the same conditions and with the same evidential value as any document that would be established, received or kept in writing.

If You should challenge the admissibility, validity, enforceability or evidential value of the aforementioned elements of an electronic nature or in an electronic format, on the basis of their electronic nature, You will have to provide proof of this.

## 8. Intellectual Property

We (and our subsidiaries) own the content of april-international.com, the brands and logos, the graphic illustrations, the texts, ... These elements are protected by French and international laws relating to intellectual property, by the Intellectual Property Code and by copyright.

You may not reproduce, in part or in whole, for any reason whatsoever, the content of our pages. You could be prosecuted for counterfeiting.

## 9. Hyperlinks

The Site may contain hypertext links. By clicking on them, You will leave the platform. The latter has no control and cannot be held responsible for the content of the web pages relating to these links.

## 10. General: duration, applicable law, competent jurisdiction

These TOS are valid for an indefinite period. They take effect as soon as You start using our services.

They are written in French, possibly translated into different languages. They are subject to French law.

For all questions of application, interpretation of these TOS, or any case not provided for herein, or any dispute or claim relating to these TOS, we will attempt to reach an amicable agreement between us.

Otherwise, we will have to resort to the competent French courts to settle the dispute.

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