



## General Terms 2009

# Master loan insurance

[ solutions ] for individuals and entrepreneurs



**The insurance for high investments, from €310,001 to €7,600,000**  
*(for higher amounts please ask us for details)*

**Reinforced cover in the event of work stoppage**

**Guarantor cover**

**NEW** **For applications for cover for over €1 million: contact the Exclusive Service Department**

**NEW** **Subscription in real-time with @pi**



# General Terms

Serving as information notice - **To be kept by the Insured**

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## INTRODUCTION

The aim of these general terms serving as information notice is to describe the cover and benefits provided under the Group Insurance Agreement subscribed to by the APRIL "Association des Assurés" with AXERIA Prévoyance.

The Insuring organisation under this Agreement is AXERIA Prévoyance, a life insurance company with capital of €21,000,000, registered office 83/85 Boulevard Vivier Merle 69487 LYON Cedex 03, RCS Lyon 350.261.129. This company is governed by the French Insurance Code and subject to the control of the Autorité de Contrôle des Assurances et des Mutuelles (ACAM: 61 rue Taitbout, 75436 PARIS Cedex 09).

AXERIA Prévoyance is also referred to as the "Insuring organisation" in these general terms.

The underwriter for this Agreement is the APRIL Assurances "Association des Assurés" - association under French law of 1901 - address BP 3133, 69211 Lyon Cedex 03, with the object of studying, underwriting and promoting for the benefit of its members, any type of insurance authorized by law, in the form of collective insurance, the risk of which is insured by authorized insurance organisations, covered either by the Insurance Code, or the Mutual Insurance Code or again the Social Security Code.

The managing organisation under the Agreement, by delegation of the Insuring organisation, is APRIL Assurances, SA with share capital of €500,000, registered office Immeuble Aprilium, 114 boulevard Marius Vivier Merle, 69439 LYON Cedex 03 - RCS Lyon 428 702 419 - ORIAS no. 07 002 609. Company governed by the French Insurance Code and subject to the control of the Autorité de Contrôle des Assurances et des Mutuelles (ACAM: 61 rue Taitbout, 75436 PARIS Cedex 09).

Subscription to this agreement consists of the subscription application, these general terms and the **Cover certificate**. This agreement is subject to French legislation and in particular the French Insurance Code.

The term "Policyholder" designates the physical or moral entity subscribing to this agreement. It is also designated by the term "You" in these general terms.

The term "Insured" designates the person benefiting from the cover of this agreement. The Insured is shown on the **Certificate of cover**.

## 1. WHO CAN TAKE OUT COVER AND BE INSURED ?

**To subscribe and be covered under this agreement, you must :**

- be at least 18 years old and at most 59 years old on the 31st December of the year of your subscription,
- reside in mainland France (i.e. excluding Corsica, French Overseas Départements, Regions and Collectivities, French Southern and Antarctic Lands and New Caledonia),
- have signed a loan or leasing contract in Euros and written in French with a **Lending organisation** located in France, Switzerland or the European Union,
- or be the physical person acting as **Guarantor** for a loan or lease or be a Guarantor as a director in law or associate of a borrowing legal entity,
- have satisfactorily completed the medical formalities,
- exercise a professional activity, without having specific arrangements for working time and/or conditions of work for health reasons, and be effectively working for TTW and PTD cover.

**You may however be covered for Death/TILA :**

- if you are at least 60 years old and at most 65 years old on the 31st December of the year of your subscription,
- if you reside in Corsica or in the French Overseas Départements, Regions or Collectivities,
- if you reside outside France on condition that your loan or leasing contract in Euros and documented in French is subscribed with a **lending organisation** located in France,
- if your loan repayment is deferred for over 36 months.

APRIL Assurances may ask you to communicate :

- the loan or rental amortization table together with the amount of the buyback option in the case of leasing,
- the notarized sale finance agreement or the declaration made to the tax authorities if the lender is a private individual,
- the indemnity agreement if the Insured is acting as **Guarantor**.

**Note**  
By subscribing to this contract you become a member of an association which can come to your assistance in the case of distress, using its social fund you can consult the articles of the association on our site [www.april.fr](http://www.april.fr).

**Note**  
Management of your contract by APRIL Assurances is your guarantee of a high standard of service. Your claims are processed in 24 hours and your complaints are processed in 48 hours.

**Note**  
Women on maternity leave or parental education leave can take out work stoppage and disablement cover.

**Detail**  
You can therefore benefit from full cover if your loan repayment is deferred for less than 36 months.

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## 2. WHAT DOES THE MASTER LOAN INSURANCE AGREEMENT COVER ? \_\_\_

Depending on your chosen cover, the **Insuring organisation** will pay the **Lending organisation** :

- - capital in the case of death or **Total and Irreversible Loss of Autonomy** (TILA) of the Insured,
- - all or some of the monthly repayments for the loan or rental (for a lease) falling due in the case of **Temporary Total Incapacity to Work** (TTIW) or **Permanent Total Disablement** (PTD) of the Insured.

The cover applicable to the Insured is defined in the **Certificate of cover**.

## 3. THE CONTENT OF COVER \_\_\_\_\_

### **In the event of death of the Insured :**

If the Insured dies as the result of an **Accident** or **Illness** covered, the lender will be paid the capital outstanding on the date of Death, as shown on the amortization table and **within the limit of the amount covered**.

This capital may be paid to another **Beneficiary** designated by you, subject to the written agreement of the **Lending organisation** (unless the Insured is the **Guarantor**).

Where the subscription concerns a leasing contract, the outstanding capital equals the total sum of the rental payments to fall due and the residual value (buyback option) within the limit of the amount covered.

**Payment of the capital terminates the insurance.**

**Death cover stops on the Insured's 85th birthday at the latest.**

### **In the event of Total and Irreversible Loss of Autonomy :**

**TILA due to an Illness or Accident covered is assimilated with Death.**

If, following a covered **Accident** or **Illness**, the Insured is recognized as being in a state of **Total and Irreversible Loss of Autonomy**, the outstanding capital will be paid to the **Lending organisation** or, subject to the written agreement of the lending organisation (unless the Insured is acting as **Guarantor**) the Insured him/herself or any other designated Beneficiary, within the limit of the amount covered.

The outstanding capital is determined with reference to the date on which the TILA is recognised by APRIL Assurances :

- either on the date of notification of the definitive Social Security decision classifying the insured person in disablement category 3, with allocation of the corresponding pension, in accordance with article L 341-1 and following and R 341-2 of the Social Security Code,
- or on the date on which the Insured is deemed to be 100% disabled, requiring the assistance of a third person, following an industrial accident,
- or if he/she is not covered by state social insurance, on the date set by corresponding certificates established by the Insured person's doctor and the APRIL Assurances doctor,
- as soon as proof of the date of TILA **Consolidation** has been supplied.

**To benefit from this cover, TILA must be consolidated before the Insured reaches the age required to claim an old age pension and at the latest before his/her 65th birthday, even if the Accident or Illness causing it is prior to that date.**

**TILA cover ceases when the Insured person reaches the age required to claim an old age pension and at the latest on his/her 65th birthday.**

**Payment of the capital terminates the insurance.**

### **In the even of 100% Permanent Disablement :**

**100% PPD due to an Illness or Accident covered is assimilated with Death.**

This cover can be subscribed to by Insured parties exercising the profession of doctor, surgeon, dental surgeon, physiotherapist or veterinary surgeon.

In the case of 100% PPD, assessed using the attached scale, the outstanding capital will be paid to the **Lending organisation** or, subject to the written agreement of the lending organisation (unless the Insured is acting as **Guarantor**) the Insured him/herself or any other designated Beneficiary, within the limit of the amount covered.

The outstanding capital is determined with reference to the date on which proof of the date of **Consolidation** of 100% PPD was supplied.

**To benefit from this cover, 100% PPD must be consolidated before the Insured reaches the age required to claim an old age pension and at the latest before his/her 65th birthday, even if the Accident or Illness causing it is prior to that date.**

#### **Note**

A consolidated state means that your state of health is, in medical terms, no longer likely to evolve towards aggravation or improvement. This state is assessed by a medical authority.

#### **Note**

A specific disablement scale applies to doctors, surgeons, dental surgeons, physiotherapists and veterinary surgeons.

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**100% PPD cover ceases when the Insured person reaches the age required to claim an old age pension and at the latest on his/her 65th birthday.**

**Payment of the capital terminates the insurance.**

## **In the case of Temporary Total Incapacity to Work (TTIW) and Permanent Total Disablement (PTD) :**

FOR ENTITLEMENT TO THE BENEFITS DUE UNDER THIS COVER, THE INSURED MUST BE EXERCISING A PROFESSIONAL ACTIVITY AT THE TIME OF THE CLAIM, WITHOUT HAVING SPECIFIC ARRANGEMENTS FOR WORKING TIME AND/OR CONDITIONS OF WORK FOR HEALTH REASONS, AND BE EFFECTIVELY WORKING.

If, following a covered **Accident** or **Illness**, APRIL Assurances recognizes the Insured as being in a condition of **Temporary Total Incapacity to Work**, the repayment or rental instalments due from the 91st day or the 181st day will be paid as shown in the amortization table **within the limit of the amounts covered**.

**In the case of PTD the benefits will be calculated on exactly the same basis.**

The benefits are paid to the **Lending organisation** or directly to the Insured if the Insured is **Guarantor**.

Payment of loan repayments or rental instalments applies throughout the period of TTI or PTD and pro rata to its duration.

The payment of benefits will stop:

- in the case of a total or partial return to work,
- in the case of an expert medical assessment establishing the fact that the Insured is not totally incapable of working,
- **and/or for TTI cover, on the date of the Consolidation of the Insured's state of health,**
- **and/or during legal maternity leave,**
- **and in all cases** on the date on which the Insured person reaches the age required to claim an old age pension and at the latest on his/her 65th birthday.

**Any relapse during the two (2) months following the return to work will be considered as one and the same Claim** on condition that your cover is still in force on the date of the relapse. In this case, benefits will be resumed from the 1st day of the new work stoppage, without any further application of the Waiting time. Any new work stoppage subsequent to the date of termination of your subscription will not be taken into account.

**No modification to the loan amortization plan during a period of TTI or PTD can be taken into account.**

## **The Insuring organisation never covers the following under this insurance :**

- **total or partial repayment of the capital borrowed, in advance or otherwise,**
- **repayments for loans with a deferred repayment period of over 36 months,**
- **the buyback option specified in the leasing contract if the TTI or PTD persists on the last day of the leasing term originally stipulated.**

**The cover described above (Death/TILA/100% PPD/TTI/PTD) applies throughout the world.**

## 4. SPECIFIC CHARACTERISTICS

### **In the case of co-borrowers and co-guarantors :**

In the case of a simultaneous work stoppage by insured co-borrowers or co-guarantors, **the total amount of benefits paid for the same loan may not exceed the amount of the sums due for the repayment or rental instalment**, as shown in the amortization table.

### **Limits :**

Claims paid within the framework of the present agreement are limited :

- to the amount of the capital borrowed, within the limit of €7,600,000, under Death/TILA/100% PPD cover,
- to the amount of the monthly instalment, within the limit of €15,000, under TTIW and PTD cover.

### **Modification of the delegation of benefit and transfer rider :**

Any modification to the delegation of benefit, or the implementation of a transfer rider, requires the prior written consent of the **Lending organisation** unless the Insured is acting as **Guarantor**.

## 5. HOW TO CLAIM UNDER YOUR COVER

Under pain of loss of rights, as provided for by section L113-2 of the Insurance Code, any state of **Temporary Total Incapacity to Work** must be declared to APRIL Assurances within the thirty (30) days following the end of the **Waiting time**. In the same way, APRIL Assurances must be notified of any extension of Incapacity to Work within thirty (30) days.

In the case of **Total and Irreversible Loss of Autonomy** or **Permanent Total Disablement**, the Insured must declare this to us within the two (2) months following its occurrence.

**Note**  
On subscription, you choose a waiting period. In the case of work stoppage, we pay you benefits from the end of the waiting period.

**Detail**  
Legal maternity leave is not sick leave, which is why it cannot give rise to compensation payments.

**Note**  
In this case no new waiting period is applied.

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**After this time, the Insured will lose his or her rights to compensation if the delay in declaration has been prejudicial to the interests** of the Insuring organisation.

In the event of death, the **Beneficiaries** must inform APRIL Assurances as soon as possible.

The declarations must be sent to: APRIL Assurances, Service Indemnisation, 114 boulevard Marius Vivier Merle, 69439 Lyon Cedex 03. **Information or documents of a medical nature should be posted under confidential cover to the Medical Examiner.**

## **5.1 - Documents to be sent to us :**

**To obtain payment of benefits, the Insured, his/her assigns or the Beneficiary/Beneficiaries of cover (if different from the Lending organisation) must send APRIL Assurances, with the Claim declaration, all supporting documentation deemed necessary for processing the case (any resulting expenses will be their responsibility), including in particular :**

### **In the event of death :**

- The death certificate,
- the medical certificate supplied by APRIL Assurances, to be sent under confidential cover to our Medical Examiner, completed and signed by the attending doctor, or failing that the doctor who issued the death certificate, accompanied by all documents providing proof of the circumstances and causes of death,
- a written statement detailing the circumstances, date and place of death, and if applicable the names of witnesses, any third party or parties responsible and/or the identity of the authority who produced the official report, if such a report has been established,
- a statement by the **Lending organisation** indicating the amount of capital outstanding on the date of death,
- the amortization table at the date of death,
- if the **Beneficiary** is not the **Lending organisation**, a copy of an official document proving his or her capacity (copy of the "livret de famille", French Civil Solidarity Pact, etc.).

### **In the event of Total and Irreversible Loss of Autonomy or 100% Permanent Professional Disablement :**

- a detailed medical report on the cause, nature, start, evolution and probable duration of the **Illness** or the foreseeable consequences of the **Accident**, together with the degree of incapacity to work and the date of **Consolidation, to be sent to our Medical Examiner** in an envelope stamped confidential,
- in the case of an **Accident**, a written statement detailing the circumstances, date and place of the **Claim**, and if applicable the names of witnesses, any third party or parties responsible and/or the identity of the authority who produced the official report, if such a report has been established,
- a statement by the **Lending organisation** indicating the amount of capital outstanding on the date of recognition by the Insurer of the TILA or 100% PPD,
- the amortization table for the loan concerned,
- any other elements that could be required by us to prove the condition of disablement.

### **In the case of Temporary Total Incapacity to Work and Permanent Total Disablement for work :**

- The initial medical leave of absence certificate and the extension certificates issued by the doctor,
- the medical certificate supplied by APRIL Assurances, to be sent under confidential cover to our Medical Examiner, completed and signed by the Insured's doctor, indicating the nature of the **Accident** or **Illness** causing the invalidity or disablement, the start date and probable duration of this state,
- in the case of a relapse, a medical certificate stating that this is the same **Disorder**, together with the medical leave of absence certificate mentioning the relapse and the extension leave of absence certificates if these have not already been provided,
- in the case of an **Accident**, a written statement detailing the circumstances, date and place of the **Claim**, and if applicable the names of witnesses, any third party or parties responsible and/or the identity of the authority who produced the official report, if such a report has been established,
- the amortization table for the loan concerned,
- any other necessary elements requested by APRIL Assurances for justification of the condition of invalidity or disablement.

## **5.2 - The expert medical assessment :**

The state of **Temporary Total Incapacity to Work, Permanent Total Disablement, Total and Irreversible Loss of Autonomy or 100% Permanent Total Disablement** is determined by expert medical assessment. Decisions taken by the Insured's Social Security organisations are not binding on the Insuring organisation.

APRIL Assurances reserves the right to have an expert assessment carried out on the Insured by a doctor of its choice, at any time.

#### **Advice**

Make sure you meet these deadlines. Once you have made your declaration, your claim will be considered and it will be possible to pay you compensation.

#### **Advice**

For fast consideration of your claim, please send us full documentation.

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To achieve this, at the risk of non-applicability of cover, the doctors designated by us must have free access to the Insured in order to determine his/her condition.

The conclusions of the expert assessment may lead to termination of the payment of benefits and, if applicable, to reimbursement of benefits already paid.

## Arbitration :

In the event of a dispute of a medical nature, each of the parties designates a doctor. If the doctors designated in this way are not in agreement, they call in a third doctor. The three doctors operate by common agreement and with a majority vote.

If one of the parties fails to name its doctor, or the two doctors fail to agree on the choice of the third, the designation is made by the Chairman of the competent court. In the first eventuality, the nomination takes place at the request of the most diligent party, made at the earliest 15 days after delivery to the other party of a recorded delivery letter of formal notice with notification of receipt : if necessary, the third doctor is designated by the Chairman of the tribunal, ruling as referee.

The parties shall refrain from taking any legal action before the third doctor, designated either amicably or by referee, has made his/her provisional or final report, unless three months have gone by since his/her nomination, subject to any period of time laid down by the Chairman of the Tribunal.

Each party pays its doctor's costs and fees and, if applicable, half the third doctor's fees and nomination costs.

## 5.3 - Benefit payment methods :

### General Provisions :

The sums due are payable after APRIL Assurances has received and studied your complete claim. They are always paid to the Insured or to the **Beneficiary(ies)** in the case of death, in France and in Euros.

In the case of an **Accident** or **Illness** affecting the Insured outside France, the payment of benefits and the start of the **Waiting time period** shall not take effect before the date of the first medical diagnosis in mainland France. The Insured shall be obliged to elect domicile in France for any expert assessment or dispute of a medical nature.

In the event of a **Claim** caused by a responsible third party, the Insuring organisation is subrogated to your rights, i.e. it will exercise the right to recourse against the responsible third party, up to the amount of the benefits and compensation payments that will have been made.

### Provisions concerning the **Beneficiary(ies)** of the death benefit for Insured parties acting as guarantors :

On subscription, you designate the **Beneficiary** or **Beneficiaries** in your subscription application. You can modify your beneficiary designation at any time if it is no longer appropriate. The beneficiary may be designated by private agreement (e.g. a letter) or by official deed (e.g. a will made in a lawyer's office).

In all cases, you must send us a dated and signed letter informing us of this new beneficiary designation.

In the absence of a valid designation on the date of the Insured's death, the sums due will be paid to his or her legal heirs, born or unborn, living or represented by equal shares.

Where the **Beneficiary** or **Beneficiaries** are designated by name, you must enter their contact details on the subscription application, to be used for the payment of the capital.

The beneficiary designation becomes irrevocable once it has been accepted by the **Beneficiary(ies)** and been notified to APRIL Assurances. In this case the **Beneficiary** becomes the accepting beneficiary and his or her agreement is then required if you want to designate another **Beneficiary**. Failing this, APRIL Assurances cannot proceed with any modification.

**Note**  
Your state of incapacity or disablement is assessed by APRIL Assurances independently of your doctor's sick leave certificate or the notification of disablement by your compulsory scheme.

**Note**  
You may disagree with the expert's conclusions and request organisation of an expert assessment in the presence of both parties with the doctor of your choice.

**Note**  
You are covered during your travels abroad.

**Detail**  
This means that if the compensation paid to you is the consequence of an accident caused by a third party, we can take action against that third party to recover the sums that we have paid to you.

## 6. WHAT YOUR SUBSCRIPTION DOES NOT COVER

**Cover for Death, Total and Irreversible Loss of Autonomy, 100% Permanent Professional Disablement does not apply in the case of claims resulting and/or arising from :**

- **Suicide during the first year following subscription, any increase in cover or resumption of cover.**
- **Flying Accidents unless the Insured was on board an aircraft with a valid airworthiness certificate, flown by a pilot qualified to fly the aircraft used and with an unexpired licence (this pilot may be the Insured him/herself).**
- **Flying Accidents resulting from aerobatics, shows, records, record attempts, preparatory trials, acceptance trials and parachuting (unless justified by the critical situation of the aircraft).**  
**The practice of any form of aviation or aerial sport must be declared and may be the subject of a specific pricing proposal. In the event of failure to make such a declaration, or rejection of the price quotation by the Policyholder, these practices are not covered.**
- **A war involving the French State.**

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**Cover for Total and Irreversible Loss of Autonomy, 100% Permanent Professional Disablement, Temporary Total Incapacity to Work and Permanent Total Disablement does not apply in the case of claims resulting and/or arising from :**

- *Transmutation of the atomic nucleus, whether by fission, fusion, ionizing radiations or other means. However, the consequences of a malfunction of radiological instruments or faulty operation in use are covered if they occur on the occasion of medical treatment which the Insured is undergoing as the result of a covered Illness or Accident.*
- *A suicide attempt, a deliberate act by the Insured or the Beneficiary, an Accident caused by the Insured under the influence of alcohol, (alcohol level higher than the legal level applicable on the day of the incident), alcoholism, the use of narcotics not prescribed by a doctor or hallucinogens.*
- *The consequences of acts of civil or foreign war, riots, insurrections, civil commotion or brawls (except self defence, assistance to a person in danger or accomplishment of professional duties).*
- *Continuation or consequences of Disorders, Accidents and infirmities initially diagnosed before the effective start of cover.*

Cover applies however to the consequences of disorders, accidents and infirmities that were declared on the medical questionnaire, unless they were subject to an exclusion clause on the *Certificate of cover*.

- *Treatment or operations for aesthetic reasons.*
- *Psychiatric, psycho neurological, psychosomatic or neurotic type disorders, depressive states of any kind, depression, personality and/or behaviour disorders, eating disorders, insanity, fibromyalgia and chronic fatigue syndrome, together with the repercussions and consequences of these disorders, unless these cases give rise to continuous Hospitalisation for over 30 days.*

The period of continuous Hospitalisation is reduced to 10 days for Insured parties who have subscribed to the **Comfort Option**.

- *Disc/vertebral and/or paravertebral diseases (herniated disc, lumbago, sciatica, etc.), cruralgia, neck pain, dorsalgia, lumbago, cervical contusion, etc.).*

Insured parties who have subscribed to the **Comfort Option** can be covered for these Disorders once they have been demonstrated by a detailed specialist examination (a radiograph of the vertebral column, magnetic resonance imaging or a scan) or by expert medical assessment under the conditions defined in section 5.2.

- *Practice of a sporting activity, either professionally or within the framework of amateur competitions and/or as a member of a federation or club, necessitating the use of motorised equipment.*
- *It is specifically stated that the practice of a sport, even as an amateur, in the fields of equestrian sports, motorsports including motorcycling, mountain sports, watersports, combat sports, aerial sports, bungee-jumping, potholing, mountain biking in competition, must be declared on subscription or during the term of the contract, and will be the subject of an adjusted quotation proposal. In the event of failure to make such a declaration, or rejection of the proposed quotation by the Policyholder, the practice of these sports is not covered.*

**Temporary Total Incapacity to Work cover alone does not apply in the case of :**

- *thermal or other cures, stays in rest establishments.*

## 7. WHEN DOES YOUR COVER START AND HOW LONG DOES IT APPLY FOR ?

Your subscription to the Agreement is subject to prior acceptance by APRIL Assurances, in the form of issue of a **Certificate of cover**. It is also subject to payment of the first premium.

The **Certificate of cover** states the date of effect of your cover, the **Waiting time** applicable, the initial amount of the capital insured in the event of death or TILA, then the successive amounts of the outstanding capital and if applicable, the amount and the frequency of due repayments or rental instalments covered.

### 7.1 - Effective start of your cover :

Cover takes effect from the date of existence of a commitment by the Insured to the **Lending organisation**, materialised by signature of the loan offer or the indemnity agreement, and at the earliest at zero hours on the day after the date of receipt of the insurance application by APRIL Assurances.

The effective start date of cover is shown on your **Cover certificate**.

### 7.2 - Temporary cover :

You have the benefit of temporary cover in the event of the Insured's death following an **Accident** occurring between the date on which APRIL Assurances receives your subscription application and the date of acceptance of your subscription in the form of issue of your **Cover certificate**, for the case where a loan offer has been made. The Amount covered is equal to the capital amount shown in your subscription application for Death cover, **within the limit of €310,001**.

This cover will come to an end when APRIL Assurances notifies you of the acceptance of your application by issuing your **Cover certificate**, or of rejection of your application. It will cease automatically if you do not follow

**Advice**  
Keep this document carefully, it is the proof of your subscription.

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up your application and in all cases at the latest 60 days from the date on which APRIL Assurances receives your subscription application.

In the event of the death of the Insured after signature of the loan contract but before the funds have been released, death cover will take full effect if the loan contract stipulates that the operation for which the loan is granted, remains.

### 7.3 - Waiting time :

No **Waiting time** for **Accidents** and **Illnesses** except for loans already in progress and not insured at the time of subscription, for which the **Waiting time** is 3 months for all **Illnesses** and **Disorders**.

#### Note

While we consider your subscription application, you are already insured in the event of accidental death.

### 7.4 - Withdrawal :

You have the option of withdrawing from the cover subscribed, within 30 days of the date of receipt of your **Certificate of cover**, subject to the written agreement of the **Lending organisation** (unless the Insured is acting as **Guarantor**) or the accepting beneficiary if different.

To do so, simply send APRIL Assurances (Immeuble Aprilium, 114 boulevard Marius Vivier Merle, 69439 LYON Cedex 03) a recorded delivery letter with notification of receipt, worded as in the example below :

**"I the undersigned M..... (name, first name, address) declare that I withdraw from my subscription to the MASTER LOAN INSURANCE contract no. .... which I signed on ..... in ..... (place of signature).**

**Signed in (place) ..... on (date) ..... signatures of the Policyholder and the Lending organisation."**

#### Note

The waiting time is counted from the date of effect of your subscription.

The withdrawal has a retroactive effect on your contract, which is then considered never to have existed. The premiums paid will be reimbursed within 30 days of receipt of the recorded delivery letter.

Death cover is acquired until dispatch of the cheque corresponding to the amount of the premium refunded and at the latest until the 30th day after the effective date of subscription.

### 7.5 - Duration of your cover :

**Your cover is renewed by tacit reconduction on each due date. i.e. on 31st December every year for as long as the agreement remains in force.**

In the event of cessation of activity of the APRIL "Association des Assurés", the Insuring organisation undertakes to maintain all cover granted to the Insured on the date of such cessation.

### 7.6 - Cessation of your cover :

**Termination of your subscription ends all cover.**

**Your subscription ceases :**

On your initiative :

- on each of its due dates by sending a recorded delivery letter to APRIL Assurances at the latest on the 31st October of each year with the agreement of the **Lending organisation** or the **Beneficiary** in the case of an accepting beneficiary,
- as soon as the Insured ceases to belong to the insurable workforce (cf. section 1),
- in the event of the loan being payable before term,
- on expiry of the loan or the indemnity agreement,
- as soon as the Insured has fully repaid the loan covered by the insurance,
- when the Insured reaches the age limit for benefits, i.e.
  - on his/her 65th birthday for TTI, PTD, TILA and 100% PPD cover,
  - on his/her 80th birthday for Death cover.

On the initiative of the Insurer :

- in the case of non-payment of premiums in accordance with the provisions of the "Your premiums" paragraph,
- as soon as the Insured ceases to belong to the insurable workforce (cf. section 1),
- in the event of the loan being payable before term,
- on expiry of the loan or the indemnity agreement,
- as soon as the Insured has fully repaid the loan covered by the insurance,
- when the Insured reaches the age limit for benefits, i.e.
  - on his/her 65th birthday for TTI, PTD, TILA and 100% PPD cover,
  - on his/her 80th birthday for Death cover.

In the same way, in the case of resignation from the Association, your subscription will then automatically come to an end on 31st December of the year of effect of the resignation.

#### Note

You do not have to take any action, your contract is renewed automatically every year.

# General Terms

Serving as information notice - **To be kept by the Insured**

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On the initiative of the APRIL Association des Assurés or the Insuring organisation :

In the event of cancellation of the present agreement by the APRIL Assurances "Association des Assurés" or the Insuring organisation on the annual renewal date. In this case, the Association undertakes to inform you and the Insuring organisation undertakes to maintain cover, at the Insured's request, equivalent to that held on the date of termination.

## 8. YOUR PREMIUM

### 8.1 - How is your premium calculated ? :

Your premium is fixed according to :

- the age of the Insured on 31st December of every year (the age is determined by the difference in number of years between the current year and the year of birth),
- the Insured's gender,
- professional activity,
- place of residence,
- whether or not the Insured is a smoker,
- cover subscribed,
- the loan amount covered and its term,
- the year of subscription,
- no. of years' subscription,
- applicable taxes.

For leasing contracts, the basis of calculation is the cumulative total of rental payments including all taxes, at the start or remaining due, together with the value of the buyback option.

**Note**  
Any modification to one of these criteria may give rise to recalculation of your premium.

### 8.2 - Changes to your premium :

Your premium may be updated on the first of January every year in accordance with the results of the group insured. The composition of the insured group takes account of the elements used for calculation of your premium.

Any change to the rate of taxes applicable to the Agreement or any imposition of new taxes applicable to the Agreement will give rise to modification of the amount of the premium.

### 8.3 - Payment of your premium :

Your premium is payable in advance, annually. It may be split into six-monthly, quarterly or monthly instalments, depending on the payment frequency chosen by you on Subscription.

**Note**  
We have a legal obligation to inform you of this. However, this has NEVER happened since APRIL Assurances was founded 20 years ago.

### 8.4 - What happens if you do not pay your premium ? :

In the case of failure to pay a premium within 10 days of its due date, APRIL Assurances will send the Policyholder a recorded delivery letter of formal notice. This gives rise to suspension of cover 30 days later. After a further period of 10 days, APRIL Assurances will terminate your subscription ipso jure and will be entitled to claim payment of the premiums remaining due.

In the event of formal notice for non-payment, the premium remains due for the whole year, in accordance with article L 113-3 of the Insurance Code.

In the event of payment of the amount shown on the letter of formal notice, after suspension of cover and before termination, cover will be reinstated at midday on the day after the date of payment.

**Note**  
If you stop paying your premium, we inform the lending organisation.

### 8.5 - Exemption from payment of your premium :

As soon as the Insured is covered by the Insurer for the monthly repayments for the loan or rental falling due in the case of TTI or PTD, the Insured is exempted from paying the premiums related to this cover.

## 9. WHAT INFORMATION SHOULD YOU BRING TO THE ATTENTION OF APRIL ASSURANCES ?

Your subscription is established according to your declarations together with those of each Insured party, on your subscription or during the contract term.

Therefore, during subscription, you must declare and communicate to APRIL Assurances in writing, as soon as you are aware of them, any changes in your situation or that of the Insured parties, such as a change in the characteristics of the loan or the indemnity agreement, work situation and/or domicile.

By giving us your email address, you agree that information concerning your subscription can be sent to this address. You can ask APRIL Assurances to stop communicating with you by email at any time, by sending them a written request to do so.

**Note**  
In the event of termination, we shall no longer be in a position to resume your cover.

**Note**  
You do not have to pay the premiums for your Temporary Total Incapacity to Work or your Permanent Total Disablement throughout the duration of your sick leave or disablement.

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In the event of a change of your postal address and/or email address, you must notify APRIL Assurances as soon as possible. Failing this, letters sent to the last known address shall have full effect.

**Caution : In the same way any omission, concealment, or false declaration, intentional or not, in the information supplied to APRIL Assurances, and in particular in the declaration of a Claim, exposes you to forfeiture of cover and termination of your subscription.**

## 10. TERM OF LIMITATION

Any action deriving from subscription to this agreement is limited to a term of 2 years from the event that gives rise to it, unless the Beneficiaries of the capital in the event of death are the Insured's assigns; in this case the time limit is extended to thirty (30) years.

The term of limitation is interrupted by one of the usual causes of interruption or by sending a recorded delivery letter with confirmation of receipt addressed by the Insured or the **Beneficiary** to APRIL Assurances in terms of payment of benefits, and by APRIL Assurances to the Policyholder in terms of payment of premiums.

## 11. WHAT TO DO IF YOU HAVE A COMPLAINT

In the case of difficulties with application of the contract, we recommend you to contact your usual insurance consultant. If any dispute persists after response, you can send a written complaint to the Customer Services Department: Service Clients - APRIL Assurances - Immeuble Aprilium, 114 boulevard Marius Vivier Merle, 69439 LYON Cedex 03.

If despite the above, you do not consider the response received satisfactory, you can request the opinion of the mediator, without prejudicing your right to take legal action. The mediator's contact details are available on request from the above address.

## LEXICON :

Each term or expression used above starting with a capital letter, has the following meaning :

### **Accident :**

All unintentional bodily damage to the Insured, due an abrupt, sudden and violent action of fortuitous and unforeseeable nature, with an outside cause.

**However, the following are considered as illnesses and not Accidents: organic injuries due to effort, sunstroke, freezing and congestion.**

### **Disorder :**

Any pathological process, whatever the cause (**Accident** or **Illness**).

### **Beneficiary :**

The **Lending organisation** designated on the insurance application, and if applicable for Death cover, the physical entities designated on the insurance application after approval by the **Lending organisation** (unless the Insured is acting as **Guarantor**).

### **Guarantor :**

Physical person who undertakes to reimburse the lender instead of the borrower if the latter is unable to do so.

### **Cover certificate :**

Document supplied to the Policyholder confirming subscription to this contract and stating in particular: the cover subscribed, its date of effect and amount together with the duration of the waiting times.

### **Code :**

French Insurance Code.

### **Consolidation :**

Lasting stabilization of the Insured's state of health, evolving towards neither improvement nor aggravation.

### **Waiting time :**

Period during which cover is not yet in force. The starting point of this period is the insurance start date shown on the **Certificate of cover**.

### **Hospitalisation :**

Fact of receiving treatment in a hospital establishment requiring a minimum stay of 24 hours or one night.

A hospital establishment is considered to be a hospital or clinic authorized to practise medical treatments and procedures on people who are ill or injured, possessing local authority authorization for these practices, together with the necessary personnel.

### **Temporary Total Incapacity to Work (TTIW) :**

The Insured effectively exercising a professional activity on the day of the **Claim** is considered in **Temporary Total Incapacity to Work** if following an **Accident** or **Illness** covered, he/she is temporarily completely and conti-

### **Advice**

To ensure that your contract is always adapted to your situation, please inform us of any change.

### **Note**

Concealing information from the insurer is very dangerous, both at the time of your subscription and at the time of declaration of your claim.

### **Note**

After this period, no action will be possible.

### **Note**

The contact details for your insurance adviser are shown on your cover certificate.

# General Terms

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uously unable to exercise his/her profession.

The Insured must follow the medical treatment prescribed to him/her and take the necessary rest to achieve a cure.

**Permanent Total Disablement for work (PTD) :**

Resulting from an **Accident** or **Illness** covered, condition that makes it impossible for the Insured to exercise any profession whatsoever before the age of 65, though without necessitating the assistance of a third person to accomplish the ordinary actions of everyday life: bathing, getting dressed, feeding themselves, moving around.

**100% Permanent Professional Disablement (100% PPD) :**

Resulting from an **Accident** or **Illness** covered, condition that makes it impossible for the Insured to exercise his or her profession of doctor, surgeon, dental surgeon, physiotherapist or veterinary surgeon before the age of 65. The degree of disablement is assessed in relation to the special scale attached in the Appendix.

**Illness :**

Any deterioration in health confirmed by a competent medical authority.

**Lending organisation :**

The lender - the physical or moral entity named on the subscription application who granted the loan covered by this contract.

**Total and Irreversible Loss of Autonomy (TILA) :**

The Insured is totally and irreversibly incapable of engaging in any job or occupation whatsoever for a possible gain or profit. In addition, his/her condition must necessitate the assistance of a third person to accomplish all ordinary acts of everyday life: bathing, getting dressed, feeding themselves, moving around.

**Claim :**

Events giving rise to cover under your subscription to the MASTER LOAN INSURANCE agreement. Death, Total and Irreversible Loss of Autonomy, 100% Permanent Professional Disablement, Temporary Total Incapacity to Work and Permanent Total Disablement.

**APPENDIX - SPECIAL SCALE FOR 100% PERMANENT PROFESSIONAL DISABLEMENT FOR THE PROFESSION OF DOCTOR, SURGEON, DENTAL SURGEON, PHYSIOTHERAPIST AND VETERINARY SURGEON.**

<ul style="list-style-type: none"> <li>• Complete blindness</li> <li>• Total deafness in both ears</li> <li>• Complete organic hemiplegia</li> <li>• Dislocation or ankylosis of the shoulder</li> <li>• Complete paralysis of the brachial plexus, arm median, radial above triceps</li> <li>• Amputation of the arm, forearm or wrist</li> <li>• Loose non-union (pseudo-arthritis) of the right arm, elbow or forearm</li> <li>• Loss of hand</li> <li>• Loss of thumb or terminal phalanx</li> <li>• Loss of index finger</li> <li>• Loss of middle finger</li> <li>• Loss of ring finger</li> <li>• Loss of two lower members (above the tarsus)</li> <li>• Above-knee amputation</li> <li>• Loose non-union of the thigh or both bones of the leg</li> </ul>	<p>100 %</p>
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## APRIL Assurances at your side

APRIL Assurances specializes in personal insurance, designing simple and innovative health and providence insurance solutions for private individuals, company managers and the self-employed. It also offers a complete range of loan insurance contracts. Since its creation, APRIL Assurances has been committed to providing optimal customer satisfaction with clear, readable contracts, accompanied by many services and exceptional 24-hour management.



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- Offering you quality at a fair price
- Guaranteeing processing within 24 hours
- Making insurance simpler for you
- Protecting you, above all in the case of difficulty
- Giving you online services on [www.april.fr](http://www.april.fr)
- Ensuring your satisfaction



A company with ISO 9001 (1) : 2000 certification

For more information on APRIL Assurances' commitments see [www.april.fr](http://www.april.fr)

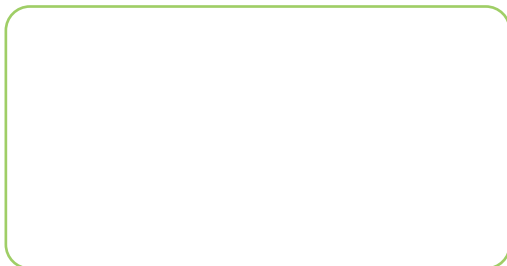
## APRIL GROUP, changing the image of insurance

APRIL offers complete and diversified ranges of solutions to meet the requirements of individuals, business people and companies, in all areas of insurance.

On its creation in 1988, APRIL GROUP made a commitment to change the image of insurance by putting the customer at the heart of its organisation.

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**For more information**  
contact your insurance consultant



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