Legal Framework for Consumer Relations Parties (Consumer and Professional)

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Abstract:
The consumer and the professional represent the cornerstone entities within the consumer relationship dynamics. Accurately defining these roles is paramount as it delineates the applicational boundaries of consumer legislation concerning individuals. Consequently, a rigorous definition of 'consumer' is imperative, especially given that we address an exception wherein consumer-specific regulations do not supplant the general legal framework regarding scope and functionality. Consumer protection laws primarily focus on safeguarding these individuals while also clarifying the responsibilities of the counterparties involved in transactions with the aggrieved party.
Keywords : Consumer; Professional; Producer; Injured Party.

Introduction:

The delineation of roles within the consumer relationship is crucial for aligning national legal frameworks with international statutes, thereby simplifying the complexities involved in differentiating between a consumer and a professional. This exploration has led us to define the notions of 'consumer' and 'professional' within the context of comparative law, examining the extent to which domestic legislation aligns with these international benchmarks, and exploring scenarios wherein a professional may be regarded as a consumer, particularly when engaging in contracts beyond their expertise.

Section I: The Concept of the Consumer

To articulate the concept of the consumer comprehensively, we explore three perspectives: the legislative definition (Subsection One), the doctrinal approach (Subsection Two), and the judicial interpretation (Subsection Three).

Subsection One: The Legislative Concept of the Consumer

The term 'consumption' harbors dual interpretations: one rooted in economics and the other in legal theory. Historically, consumption was solely an economic concept, symbolizing the final phase of the economic cycle, distinct from production and distribution stages.[1]

The legal recognition of 'consumer[2]' as a category emerged primarily in the economic sphere and subsequently permeated the legal realm, gaining prominence particularly in the early 1970s within French jurisprudence.[3]

Unlike economists, who focus on the physical act of consuming goods or services, legal scholars concentrate on the transactions individuals undertake to procure these goods or services. Whereas the economic objective is to stimulate consumption and continually enhance products to cater to the evolving desires of individuals, legal professionals prioritize the protection of consumers' health and financial interests.

They strive to forge equitable contractual relationships, especially in situations where there is an inherent imbalance of power, asserting that the general theory of obligations often falls short in addressing the unique challenges presented within consumer relationships[4], which are frequently characterized by disparities between the contracting parties, both prior to and during the execution of agreements.[5]

The French legislator has not articulated a direct definition of 'consumer.' However, through the scrutiny of various legislative texts that address the consumer indirectly, a conceptual framework can be discerned.

For instance, Article 2 of French Law No. 23-78, dated January 10, 1978, which focuses on consumer protection in specific credit operations, delineates: *"This law is applicable to credit operations commonly extended to both natural and legal persons, not aimed at financing professional activities*.[6]" This provision suggests that the French legislator classifies a consumer as an individual whose intent for acquiring goods or services is primarily for personal, non-professional use.

Further insight into the consumer's definition is offered by French Consumer Law No. 949-93, [7]which in Article L111-1 of Chapter One of Book One on consumer information and contract formation stipulates: "*Every professional selling goods or providing services to a consumer is obliged, before the conclusion of any contract, to communicate the essential characteristics of the goods or services*." This clause underscores the critical role of the nature of goods or services in the definition of a consumer.[8]

Additionally, Article L132-1 of Law No. 95-96, enacted on February 1, 1995, regarding unfair terms, elaborates on this by stating: "*Terms are considered unfair in contracts made between professionals and non-professionals or consumers if they create, through their subject or effect, a significant imbalance between the rights and obligations of the parties to the contract*."[9] This legal provision specifically protects consumers and non-professionals from contractual terms that could disproportionately disadvantage them, thereby further refining our understanding of these groups.

Some French legislators have expressed a need for a precise and specific definition of the consumer within the preliminary articles of consumer legislation. However, the French Minister of Justice has attributed the absence of such a direct definition to the regulatory nature of the laws themselves. The Consumer Law of 1993,[10] influenced by the necessity to accommodate European Union directives, features a diversity of objectives, subjects, and scopes of application. These directives include various definitions of 'consumer,' tailored to their respective contexts and the laws enacted for their transposition.

This legislative approach underlines the challenges in establishing a single, unified definition of 'consumer' in French law. Moreover, the absence of a fixed definition does not present an obstacle but rather affords the judiciary the flexibility to interpret and apply consumer law rules pragmatically based on the specifics of each case.[11]

Contrary to French legislation, European Directive No. 93-13, issued on April 9, 1993,[12] concerning the protection of consumers against unfair terms, clearly delineates the definition of a consumer in paragraph two of Article 1. It states: "*A consumer is any natural person who acts for purposes which are outside his trade, business, craft, or profession*.[13]" This directive mandates that consumer protection measures are applicable when an individual engages in transactions within a personal capacity, acquiring goods or services not intended for professional use.

Similarly, European Directive No. 97-07 on the protection of consumers in distance contracts, issued on May 20, 1997, [14]defines a consumer in Article 2-2 as: "*Any natural person who acts for purposes which are outside the framework of his professional activity."*

In contrast, the Algerian legislator, diverging from the French approach, adopts two distinct conceptual frameworks for defining a consumer:[15] a broad concept and a narrow concept.

The earlier Law No. 89-02 [16]did not provide a definition of the consumer, but Executive Decree No. 90-39,[17] concerning quality control and fraud suppression, defined it in Article 2 as: "*Any person who acquires, for a price or free of charge, a product or service intended for intermediate or final consumption to meet his personal needs or the needs of another person or an animal under his care. "* This definition is notably broad, encompassing all individuals who utilize a product or service, thus extending protection to what might be termed 'professional consumers' as well.

On the other hand, Law 04-02, as amended and supplemented, defines the consumer in Section 3 of Paragraph 02 more narrowly, stating: "*Any natural or legal person who acquires goods offered for sale or benefits from services offered devoid of any professional character*."[18]

The first definition is broad, encompassing all users of the product or service through the phrase "every person," thus including professional consumers as well, thereby adopting an expanded meaning of the consumer concept. This does not only include what is known as the final consumer. Furthermore, the section in Executive Decree No. 90-39, referred to earlier, includes the intermediate consumer within its protection as outlined in Article 2.[19]

In the second definition, found in Law 04-02 in the second paragraph of Article 3, the legislator clarifies the term "person" mentioned in the first definition, now encompassing both natural and legal persons as consumers, while excluding professionals by using the phrase *"devoid of any professional character."* [20]This also indicates that the Algerian legislator adopts the narrow concept of the consumer by excluding the professional category from protection.[21]

By sometimes adopting an expanded concept of the consumer and at other times a narrow concept, the legislator has kept pace with the latest developments in doctrine. The consumer concept, initially limited to the contracting party, has been expanded to include every consumer when the legislator uses the word "acquirer[22]" as per Article 3, Paragraph 1 of Law No. 09-03,[23] which states: "Any natural or legal person who acquires..." Additionally, as per Article 2, Paragraph 9 of Executive Decree No. 90-39[24] and Article 2, Paragraph 2 of Executive Decree No. 90-266[25], both stipulate that: "*The product is anything that the consumer acquires*."

Thus, the legal definition elements of the consumer are:

- The consumer can be a natural or legal person.
- The consumer is not a professional in the transaction.

- The purpose of the contract is to meet personal needs or the needs of another person or an animal under care, not for resale.
- The consumer (acquirer), [26]regardless of whether they are the contractor or the user.
- Regardless of whether the product is acquired for a fee or for free.[27]

Subsection Two: The Doctrinal Concept of the Consumer

The doctrinal consensus characterizes a consumer as any individual who acquires a product or service primarily to fulfill personal or family needs, explicitly excluding professional or commercial objectives. This perspective is supported by Jean Calais-Auloy, who articulates, "A consumer is one who owns or uses goods or services for non-professional use." Such a definition is foundational in understanding consumer transactions, encompassing goods or services explicitly intended for personal consumption. These include consumable items, food products, and pharmaceuticals.[28]

The array of services under this definition is broad, covering tangible offerings such as transportation or repair services, financial services like insurance, or intellectual pursuits including legal and engineering consultations[29]. It is important to note that the consumer's intention often diverges from the non-professional criterion outlined by doctrine.[30] For instance, consider a consumer who purchases personal items that indirectly support their professional activities, such as a lawyer acquiring furniture for their office. These scenarios do not necessarily preclude them from being classified as consumers.[31]

The guiding principle remains that if the primary purpose of a purchase is to satisfy personal needs and legitimate desires, the individual retains their consumer status and the legislative protections afforded to it. This interpretation acknowledges the vulnerability of consumers in transactions with professionals.[32]

Dr. Cornu further refines the definition of a consumer as "*anyone who acquires a consumer product for personal use in a non-professional manner.*" This aligns closely with the more restrictive interpretations found in international conventions and European directives, which typically describe a consumer as "that person who seeks to acquire items outside the scope of professional activity."[33]

Subsection Three: The Judicial Concept of the Consumer

The French judiciary, complementing the legislative efforts, has historically aimed to provide robust protection for consumers[34], particularly those who may lack expertise or knowledge in navigating complex transactions involving goods and services. The French Court of Cassation has traditionally embraced a narrow interpretation of the consumer concept.

This perspective holds that only those individuals who engage in consumption strictly for personal or family needs without any professional overlap merit full legal protection. However, this judicial stance is notably distinct from that adopted by the European Community, which defines a consumer as someone who partakes in transactions that are unrelated to their professional activities.[35]

The critical distinction here is that while French judicial protections remain narrowly focused, they are designed to shield those who clearly separate their consumer activities from professional or commercial endeavors. This approach ensures that the protections are tailored and effective, addressing the specific vulnerabilities that consumers face when they step outside the sphere of their professional expertise.[36]

The question of whether legal persons can also be considered as consumers has been a topic of considerable debate. A landmark decision by the French Court of Cassation challenged the traditional boundaries of this definition. In a notable case, a real estate agent who purchased an alarm system for his company was treated as a consumer under the law, entitled to protection against unfair contract terms.[37]

This agent was deemed a typical consumer, characterized by a lack of specialized knowledge necessary to navigate complex contractual terms. This ruling introduced the concept of the 'professional consumer,' expanding the conventional definition to include professionals when they acquire goods or services that are not directly related to their professional activities. This pivotal decision signifies that both natural and legal persons can be recognized as consumers if the nature of the transaction falls outside their professional scope.[38]

Section II: The Concept of the Professional

Unlike the concept of the consumer, the definition of a professional has not sparked significant controversy within legal discussions. This subsection explores the doctrinal and international perspectives on what constitutes a professional, followed by how various legislations have approached this definition.

Subsection One: The Doctrinal and International Definition of the Professional

Understanding who qualifies as a professional is crucial for applying consumer protection laws effectively. It is important to review both doctrinal insights and international standards to grasp the full scope of this concept.

First: The Doctrinal Definition

Legal scholars and international statutes offer several perspectives on defining a professional. Commonly, a professional is described as "a natural or legal person engaged in a professional activity, which may be industrial, commercial, artisanal, liberal, agricultural, or otherwise." [39]

This broad definition captures the essence of professional activities encompassing various sectors. Another definition emphasizes the habitual nature of these activities, describing a professional as *"a person who regularly participates in commercial or civil activities."*

Moreover, Dr. Hamdallah Mohamed Hamdallah offers a more specific characterization, defining a professional as "a person who enters into contracts for professional purposes, such as renting commercial spaces or purchasing goods for resale." These definitions collectively outline the criteria for distinguishing professionals in the context of consumer laws, focusing on the regularity and purpose of their business transactions.[40]

From these delineations, defining a professional necessitates incorporating two fundamental components:

- **First Element:** The offering of goods or services.
- **Second Element:** The practice of their activity in a habitual manner for a professional purpose, which determines whether an individual is categorized as a professional or a consumer.

Second: Definition of the Professional through International Conventions

The globalization of trade and the consequent free movement of goods and services have heightened the risks associated with these products, thereby prioritizing the regulation of producers' liability among international entities. Establishing a uniform definition of a professional is crucial in this context, which we explore through provisions from the Hague Convention, the Council of Europe, and the European Directive.

A- Definition of the Professional in the Hague Convention:[41]

The Hague Convention of 1973, while not explicitly defining 'professional' or 'producer,' specifies those accountable for liability in Article 03 as follows:

- The manufacturer of the final product and the manufacturers of the component parts.
- Producers of natural goods.
- Suppliers of goods.
- Any other individual involved in the commercial chain of preparation and distribution of goods, including those responsible for repair and replacement.
- Dependents of the aforementioned individuals are also encompassed under this convention.

From this article, several observations can be made:

- The convention adopts an inclusive definition of the producer, covering all entities involved in the manufacturing and distribution chain, including natural goods producers.
- The enumeration of liable parties is exhaustive, emphasizing a comprehensive scope of responsibility.[42]

B- Definition of the Professional in the Council of Europe[43]:

In the Council of Europe, Article 2, paragraph two, articulates the professional as "the manufacturer of the final form of the goods or the manufacturer of the parts from which they are composed, and producers of natural goods."[44]

This definition restricts responsibility to the actual producers, defining them as those who manufacture the final products or extract raw materials, irrespective of the industrial processes involved or their natural origins[45]. This narrow focus on the direct producers, while precise, might benefit from an expansion to include all parties involved in the lifecycle of the goods.[46]

C- Definition of the Professional in the European Directive [47]

Article 3 of the directive defines a producer (professional) as: "*A manufacturer of the product in its final form, the producer of the raw material and the components from which it is composed, and any person who presents themselves as a manufacturer by placing their name, trademark, or any other distinctive mark on the product.*"[48]

This definition specifically excludes the final seller for several reasons, outlined as follows:

- The producer has the capability to oversee and regulate various stages of product development, ensuring that the product is consumable, functional, and safe. This responsibility lies solely with the producer, thereby excluding the final seller from liability.[49]
- Producers are generally in a stronger position to absorb potential damages through insurance mechanisms.[50]

- financial burden of the producer's insurance policies is ultimately passed on to the consumer, typically through increased credit rates.[51]

Subsection Two: Legislative Concept of the Professional

The French legislator has not provided a specific definition of the professional or practitioner within consumer law, leaving this interpretation to jurisprudence and legal doctrine. However, general legal principles define the term “producer” in Article 1386-6 of the 1804 Civil Code, known as the Napoleonic Code, as follows[52]: *"A producer is the manufacturer of final products, the producer of raw materials, and the maker of internal components used in forming final products."*

The initial definition provided by the French legislator restricted the term "producer" to manufacturers of industrial and agricultural products and raw materials, confining liability to this group. However, with the introduction of the 1985 European directive, this scope was expanded. The directive's provisions were incorporated into the Civil Code, broadening the definition to include distributors and importers as producers.[53]

In contrast, the Algerian legislator did not integrate the terms "producer" or "professional" into Algerian Civil Law until the Civil Code's amendment in 2005.[54]

Under specific regulatory frameworks, the term "professional" appeared in Law No. 89-02, concerning general rules for consumer protection (later repealed), along with its subsequent decrees. Article 1 of this law stipulated: *"Regardless of the legal system of the intervenor..."*

In this context, the term "intervenor" was introduced as a broad designation encompassing producers, manufacturers, intermediaries, craftsmen, traders, importers, and distributors. Essentially, it referred to any professional involved in their trade in offering products or services for consumption.[55]

The Algerian legislator has notably sought to provide greater guarantees for those harmed by broadening the scope of liability concerning the parties involved[56]. Following the amendment of the Civil Code in 2005 and the enactment of the Consumer Protection and Anti-Fraud Law in 2009, the term "producer" was explicitly adopted for the first time in Article 140 bis,[57] paragraph 1 of the Algerian Civil Code. This article stipulates: "*The producer is liable for damages caused by a defect in their product, even if there is no contractual relationship between them and the harmed party.*"[58]

Furthermore, paragraph 7 of Article 3 of the Consumer Protection and Anti-Fraud Law defines the "intervenor" as: "*Any natural or legal person involved in the process of offering products for consumption.*"

A notable observation about this article is that the legislator did not introduce entirely new concepts. Instead, it condensed the definition provided in Article 2, paragraph 1 of Executive Decree No. 90-266 concerning product and service guarantees into its final paragraph. However, this streamlined definition expanded the concept of the "intervenor" by including both natural and legal persons.[59]

Additionally, the Algerian legislator embraced an expanded interpretation of the professional producer. By framing the definition around "the process of offering a product or service for consumption," the legislator narrowed the scope of intervenors to those directly involved in production stages, including manufacturing and distribution. These entities are held accountable under the law.[60]

A synonymous term for "intervenor" or "professional" is "economic agent", defined as any person or group engaged in economic activity. The legislator's use of the terms "economic agent"[61] and "intervenor" appears to reflect an effort to avoid the complexity of differentiating between categories such as professionals, manufacturers, producers, distributors, and importers. By consolidating these roles under a single term, the legislator broadened the scope of accountability.

This approach diverges significantly from that of the French legislator, who differentiates between categories of intervenors. The French framework distinguishes:

- **Effective Producers**: Those directly engaged in manufacturing or production processes.
- **Deemed Producers**: Entities such as importers, distributors, and sellers who are classified as producers under specific conditions.[62]

Conclusion:

The study underscores that defining the concept of the consumer—despite its inherent challenges—is crucial as it sets the foundational rights of the parties to know the applicable legal frameworks for their transactions, whether these frameworks are general or consumer-specific. Clarifying the roles within the consumer relationship is imperative, particularly as it pertains to exceptions, ensuring that consumer-specific regulations do not supplant general legal principles in terms of their scope and function.

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[1] *Mohamed Boudali, "Consumer Protection in Comparative Law, A Comparative Study with French Law, An In-depth Study in Algerian Law", Modern Book House, Algeria, 2006, p. 21.*

[2] *The term consumption comes from the Latin phrase for the word "consummare" which means to accomplish, complete, or finish. Consumption ends the economic phase. See Jeraoud Al-Yaqoot, "The Contract of Sale and Consumer Protection", a master's thesis in the field of Contracts and Liability, University of Algiers, 2001, p. 20.*

[3] *Ali Fattak, "The Impact of Competition on Compliance with Product Safety," University Thought House, Alexandria, 2007, p. 426.*

[4] *Youssef Chendi, "The Legal Concept of the Consumer", op. cit., p. 143.*

[5] *Mlaha El-Haj, "Consumer's Right to Information," an article published in the National Symposium on Consumption and Competition in Algerian Law on April 14-15, 2001, Basic Private Law Laboratory, Faculty of Law, University of Abi Bakr Belkaid, Tlemcen, p. 2.*

[6] *This law includes a consolidation of previous consumption laws: Law No. 22 of December 1972 on Home Sales, Law No. 78-22 of January 10, 1978, concerning unfair terms, the law issued on July 13, 1989, on real estate credit, and the law of July 12, 1983, on consumer safety, and Law of January 5, 1988, on consumer association lawsuits, and Law of January 5, 1988, on mail-order sales.*

[7] *See Khaled Abdel Fattah Mohamed Khalil, "Consumer Protection in Private International Law", New University House, Alexandria 2009, p. 25.*

[8] *"Every professional seller of goods must enable the consumer to know the essential characteristics of the goods."*

[9] *"In contracts concluded between professionals and non-professionals or consumers, clauses that have the purpose or effect of creating, to the detriment of the non-professional or the consumer, a significant imbalance between the rights and obligations of the parties to the contract are abusive."*

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[14] *Official Journal of the European Community (JOCE), No. L144, June 4, 1997, p. 803.*

[15] *By providing a definition of the consumer, the Algerian legislator has deviated from most legislations that left the matter to doctrine and judiciary, thereby sparing researchers the trouble of searching for a suitable definition, and constraining the judiciary with its previous*

definition—a practice our legislator has often engaged in with many laws, which should be discontinued as this is considered the realm of doctrine and judiciary.

[16] See Mohamed Boudali, "Consumer Protection in Comparative Law," op. cit., p. 27.

[17] This was the first law issued in the Algerian legislative arsenal concerning consumption rules, dated February 7, 1989 (Official Journal, No. 06, 1989).

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[20] Dr. Kada Chahida, "Civil Liability of the Producer, A Comparative Study," New University House, Alexandria, 2007, pp. 68 and 69.

[21] Ali Fattak, ibid., p. 427.

[22] This approach is adopted by the majority of doctrine, judiciary, and legislation, and most definitions proposed by its supporters agree in content and meaning, although they differ in terms and structure. See Dr. Abdel Hamid El Desouky Abdel Hamid, "Consumer Protection in Light of the Legal Rules of Producer Liability," Thought and Law, Mansoura, Egypt, 2010, p. 27.

[23] Ali Fattak, ibid., p. 427.

[24] Law No. 09-03 dated February 25, 2009, on consumer protection and fraud suppression (Official Journal No. 15 of 2009).

[25]Executive Decree No. 90-39 dated January 30, 1990, related to quality control and fraud suppression, amended and supplemented.

[26] Executive Decree No. 90-266 dated September 15, 1990, related to product and service warranties.

[27] The term "acquire" implies purchase, which involves a consideration, whether in money or something else, and it is incumbent on the legislator to ensure consistency between the wording of the texts and their non-contradiction because the use of the word "acquire" implies that the consumer is a party in a sales contract, whereas Article 140 repeated of the Civil Code protects the injured from products whether contracted or not.

[28] See Lahrari Chaleh and Wiza, "Consumer Protection under the Consumer Protection and Fraud Suppression Law and Competition Law," Master's thesis in Professional Liability Law, Mouloud Mammeri University, Faculty of Law and Political Science, Tizi Ouzou, 2012, p. 16.

[29] Ali Fattak, ibid., p. 428.

[30] Jean Calais-Auloy, Frank Steinmetz, "Droit de la consommation," 7th edition, Dalloz, Paris, 2006, p. 7.

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[32] J. Calasia-Auloy, Op. Cit., p. 5.

[33] This type of mixed use, for example, a real estate agent buys a car used not only for his professional tours but also for transporting his family, and the mixed use came to mitigate the

excessive narrowing of the concept of the consumer. Some suggest in this case applying the rule that the main predominates over the accessory or looking for a division like the tax administration does for the maximum use criterion.

[34] *See Mohamed Boudali, "Consumer Protection in Comparative Law," op. cit., p. 24.*

[35] *Khaled Abdel Fattah Mohamed Khalil, ibid., p. 20.*

[36] *G-Cornu, "Consumer Protection," Proceedings of the Association Henri Capitant, 1973, page 136.*

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[39] *Mohamed Boudali, "Consumer Protection in Comparative Law," op. cit., p. 26.*

[40] *Art. b. of the Brussels Convention of September 27, 1968.*

[41] *Cited by Mohamed Hussein Mansour, "Provisions of Traditional, Electronic, and International Sales and Consumer Protection," University Thought House, Alexandria, 2006, p. 140.*

[42] *The facts of the case involved a company purchasing an alarm system to protect its premises. However, when the company attempted to use the device, it was found to be defective. When the company sued to annul the contract, the court found the contract terms to be abusive, considering them as if they had not been or were null and void according to the Law of January 10, 1978, on the protection of consumers for goods and services from unfair terms. The court considered the company, despite being a professional entity operating in the real estate sector, to be outside its field of expertise regarding the specific technology of the alarm system, and in the contract in question, it was in the same state of ignorance as any other consumer.*

[43] *Cass. civ. April 28, 1987.*

[44] *Cited by Si El Tayeb Mohamed Amin, "Unfair Terms in Consumption Contracts, A Comparative Study," Master's thesis in Private Law, University of Abu Bakr Belkaid, Faculty of Law, Tlemcen, academic year 2007/2008, p. 20.*

[45] *In this respect, an electronics dealer requested a loan to purchase a printing machine. The court refused to grant him the possibility to withdraw because the purchase on credit by the dealer for his trade did not allow him to claim the status of a consumer.*

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[51] *Kada Chahida, "Civil Liability," ibid., p. 42.*

[52] *The Convention held on September 9, 1976.*

[53] *"Manufacturers of finished products or component parts and producers of natural products."*

[54] *Zahia Houriya Si Youssef, "Civil Liability of the Producer," Dar Houma, Algeria, 2009, p. 25.*

[55]*Kada Chahida, ibid., p. 43.*

[56] *Directive 85/374/CEE of the Council of July 25, 1985, on the approximation of the laws, regulations, and administrative provisions of the Member States concerning liability for defective products, Official Journal L210 of August 7, 1985, amended by Directive 1999/34/EC of the European Parliament and of the Council of May 10, 1999, Official Journal L141 of June 4, 1999, see on: www.legifrance.gouv.fr.*

[57] *"The term 'producer' denotes the manufacturer of a finished product, the producer of a raw material, or the manufacturer of a component part, and any person who presents themselves as a producer by affixing to the product their name, brand, or other distinctive sign."*

[58] *In this case, Article 1386 of the French Law No. 98-389 on liability for defective products went so far as to consider the producer directly responsible; their responsibility arises because they are more capable of bearing the damages of defective products. See Kada Shahida, ibid., p. 48.*

[59] *For example, purchasing a car, renting a dwelling, or obtaining a loan from a credit institution requires signing an insurance policy.*

[60] *Kada Chahida, ibid., p. 46.*

[61] *French Civil Code issued in 1408, amended and supplemented.*

[62] *Zahia Houriya (Si Youssef), ibid., p. 68.*