

Terms of Business

Please read this document carefully. It sets out the terms and conditions on which we agree to act for our retail customers and contains details of our respective responsibilities. Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.

About us

Medibroker Europe; a trading name of APRIL International Care France, is an independent insurance intermediary. APRIL International Care France is a simplified joint-stock company with a capital of 200,000 euros. It is registered with the Paris trade and companies register under number 309 707 727. Its head office is located at 14 rue Gerty Archimède, 75012 Paris France. We operate as an insurance intermediary and are registered with ORIAS under number 07 008 000 (information available at the following address: www.orias.fr). The authority responsible for regulating our operations is the ACPR (Autorité de Contrôle Prudentiel et de Résolution or Prudential Supervision and Resolution Authority) located at 4 place de Budapest, CS 92459, 75436 PARIS CEDEX 09 France. Our permitted business is arranging general insurance contracts.

How we Operate

Medibroker Europe operates in accordance with the provisions of article L521-2, II, 1°, b of the French Insurance Code: we are not bound by any exclusivity agreements but our assessment includes only insurance plan(s) provided by our partner insurance companies and is not a comprehensive assessment of the plans available on the market. A list of our partners can be provided to you on request or can be viewed on our website: www.medibroker.com/our-partners.

Our services to you

As an intermediary, we owe duties to you and, unless you instruct us otherwise, our services include:

- You will not receive advice or a recommendation from us. We may ask you some questions to narrow down the selection of product that we will provide details on. You will then need to make your own choice about how to proceed.
- To find the most suitable plan for your needs, we review a wide range of international private medical insurance plans from a range of insurers. You can find a list of the insurers that we use on our website www.medibroker.com/our-partners
- Sourcing an insurance policy and placing insurances on your behalf with insurers, as instructed by you.
- Making amendments, at your request, to insurance policies we have issued.

We shall assume, unless you advise us to the contrary, that you authorise us to agree with insurers the terms and conditions of your insurance policies consistent with your instructions to us. You should not rely on any insurance policy you have instructed us to place until we have confirmed to you in writing that the insurance policy is in force.

The capacity in which we are acting

As your insurance intermediary we will be acting on your behalf as your agent. This includes

- For sourcing and arranging a suitable policy
- Placing the insurance
- Amendments to insurance policies

Handling of monies

Medibroker Europe does not handle client money

Our remuneration

Unless we have agreed with you otherwise, payment for our services will be by way of commission from the insurer which is deducted from the premiums you pay.

Our remuneration (in whatever form) in respect of any policy will be due on the date of inception or date of renewal of that policy. We will be entitled to retain all commission or agreed fees in respect of the full policy period in relation to policies issued by us.

Your demands and needs

We shall assume from the fact that you have applied to Medibroker Europe that you are either

- (a) an expatriate living or working abroad or
- (b) a local national requiring international health insurance and associated services for you and/or your family

In either case as specified in your Application Form. Please advise us immediately if this assumption is incorrect.

Your Obligations

It is important that you understand that any information, statements or answers made by you to us, or your insurer, are your responsibility. You must take reasonable care not to make misrepresentations when answering our questions or insurer's questions. This includes answers or statements made on an Application Form, claim form or other document relevant to your insurance.

If you are careless in answering questions or deliberately make a misrepresentation, this may render the insurance void from inception (the start of the contract) and enable the insurer to repudiate liability (entitle the insurer not to pay your claims). You are advised to keep copies of documentation sent to or received from us for your own protection. Please do consult us if you are in doubt on any aspect. The requirement for correct information applies at any time during the period of insurance including commencement, renewal, effecting any mid-term changes to your policy or making a claim.

You are obliged to:

- Notify the insurer as soon as possible of a claim or circumstances which may give rise to a claim
- To comply with the terms of the insurance policy you purchase including any subjectivities or expressed warranties. **Failure to comply will entitle insurers to cancel your insurance contract.**
- When instructing us to place or to renew your insurances, inform us of any changes which may affect your insurance cover.
- You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in the insurer's financial statement. Failure to meet the payment may lead to insurers cancelling your policy

You should also:

- Review and read carefully your policy documentation. This will confirm the basis of the cover, details of the insurer and be accompanied by a policy schedule and financial statement detailing the date that the premium is due. You must advise us immediately if you consider that it does not reflect your demands and needs, or you are unsure about any of the terms and conditions.
- Act as if uninsured and take all prudent and reasonable steps both to prevent injury or damage of the type covered by your insurances and also take all such actions after the event as are sensible to minimise your loss.
- Retain any insurance policies in a safe place.

Renewals

You will normally be provided with the renewal terms in a durable medium no less than 21 days before expiry of the policy, or notified that renewal is not being invited.

Attached to the renewal terms will be a statement of any changes to the term of the policy, and changes to directive required information, statement of price and information about cancellation.

You will be given an explanation of any changes, where necessary and in good time, which may appear in your policy and you will be advised of your right to request a new policy statement.

If renewal is not being offered, you will be notified no less than 21 days before the expiry of the policy.

Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Data Privacy

For full information about how we process and protect your personal information please refer to our Privacy Policy which can be viewed by clicking on the site terms and conditions on our website www.medibroker.com

How We Use Your Information

The personal information, provided by you (or anyone acting on your behalf), is collected by or on our behalf and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, insurance mediation, research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as 'special category data, we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide this policy and services related to it. We will rely on this for activities such as providing you with information about your quote, assessing your application, managing your policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records, developing, improving our products and services, and providing information about our products and services to you.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including special category data.

How we share your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following types of third parties:

- Insurers, Reinsurers, Regulators and Authorised/Statutory Bodies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our behalf
- Other insurers, business partners and agents
- Other companies within the APRIL Group

As we operate as part of a global business, we may transfer your personal information outside the European Economic Area (EEA) for these purposes where adequate protection is in place.

Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

You can opt out of marketing communications from us by contacting our Data Protection Officer. For marketing emails, you can also opt out by clicking on the unsubscribe link in the email you received. For telephone marketing you can opt out by contacting Opposetel (www.bloctel.gouv.fr) in application of Article L121-34 of the French Consumer Code

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering we may check your details with fraud prevention agencies and sanction websites, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision-making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used.

To meet the requirements of the French Monetary and Financial Code, we perform due diligence to combat money laundering and the financing of terrorism and to enable the application of financial sanctions. To help us do this, we may need to ask you for a copy of your identity document.

Automated Decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes. If you object to an automated decision, we may not be able to offer you an insurance quotation.

How to Contact Us

Please contact us if you have any questions about our privacy policy or the information, we hold about you:

Medibroker Europe
14 rue Gerty Archimède
75012 Paris
France

Email: EU.customer.services@medibroker.com

Complaints

Our objective is to provide you with a high level of service, with the best intentions we have to accept that there may be an occasion where you feel that we have not met with the objective. Should you have any questions or concerns or wish to make a complaint please contact us.

In writing to:

Medibroker Europe – Service Courrier (Mail Service)
1, rue du Mont
CS 80010
81700 Blan
France

Email: EU.complaints@medibroker.com

If the dispute persists and if no amicable solution can be found, You may, without prejudice to the other legal remedies available to you.

You may contact the French Insurance Ombudsman - "La Médiation de l'Assurance"
TSA 50110
75441 Paris Cedex 09
France

Or electronically, by filling out a referral form on the Insurance Mediation: <http://www.mediation-assurance.org/>
Section : « je saisis le Médiateur »

If your plan was purchased remotely via the Internet, you can also apply to the relevant ombudsman by lodging a complaint on the European Commission's dispute resolution website at the following address:
<http://ec.europa.eu/consumers/odr/>

You can also contact the Prudential Supervision and Resolution Authority (Autorité de Contrôle Prudentiel et de Résolution or ACPR) : 4 place de Budapest, CS 92459, 75436 PARIS CEDEX 09 - <http://acpr.banque-france.fr/accueil.html>.

This does not affect any other legal recourse available to you.

Please talk to us first. We are able to resolve most of the complaints we receive, so we hope you will always feel able to contact us first. Also, please remember that the Ombudsman will normally only consider your complaint once you have tried and failed to resolve it with us.

Compensation

Depending upon where in the EEA you and/or the insured risk is located, there may be a local scheme that applies. Where a scheme is available in an EEA member state, it may cover only limited types of insurance (e.g compulsory motor cover) although some jurisdictions have wider schemes. If you have any questions, please contact us.

Governing law and language

The relationship between us as intermediary and you as customer is governed by the laws of Ireland. If there is a dispute which cannot be resolved under our complaints procedure, it will only be dealt with in the courts of Ireland.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language unless, if you are a customer in a European Economic Area state other than the United Kingdom, you require otherwise.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Rights of Third Parties

No provision of these Terms of Business will be enforceable, by virtue of the Consumer Insurance Contracts Act 2019, by any person other than you or us.