



# INFORMATION NOTICE

## GENERAL TERMS AND CONDITIONS OF THE CANCELLATION INSURANCE CONTRACT

dedicated to participants in **TRAIL RACES**.

***PROTECT-SPORT INDIVIDUAL CONTRACT  
NUMBER RSP20245065***

FOR ALL INSURANCE CLAIMS

Please report your claim online at:

[https // cancelrunner.xplorassur.com](https://cancelrunner.xplorassur.com)

When the Insured makes an online declaration, he or she will be given an Insurance  
file number.

## **CANCELLATION COVER FOR ALL CAUSES, WITH JUSTIFICATION OR NOT**

<b>TABLE OF COVERAGE AND DEDUCTIBLE AMOUNTS</b>		
<b>Cover</b>	<b>Maximum amount incl. VAT</b>	<b>DEDUCTIBLE</b>
<b>Cancellation for any justified reason</b>	Race number value of insured person(s) Maximum 4 people	None
<b>Cancellation for any unjustified reason</b>	Race number value of insured person(s) Maximum 4 people	50% of the cancellation fees

### **CANCELLATION FOR ANY JUSTIFIED REASON**

You are covered, up to the limit indicated in the Table of Coverage, for the reimbursement of your Race number, in the event of any unforeseeable circumstances whatsoever, constituting an immediate, real and serious obstacle, preventing you from starting and/or taking part in the Race covered by the insurance. By random event, we mean any sudden, unforeseeable circumstance beyond the control of the insured party that justifies cancellation of participation in the Race. The random event must have a direct causal link with the impossibility of taking part in the Race.

Cancellation for a guaranteed reason by one or more people registered at the same time as you, forming a group with the aim of competing in the Race as a team, (Maximum 4 people) and insured under this contract. If you wish to take part in the Race alone, the additional costs will be taken into account, without our reimbursement exceeding the amount due in the event of cancellation on the date of the event.

### **CANCELLATION FOR ANY UNJUSTIFIED REASON**

The guarantee offers you the possibility of obtaining a refund of your Race number without having to provide any proof of cancellation. However, you will always be asked for the valid reason for your cancellation and the excess specified in the table of cover will always be applied..

### **THE AMOUNT OF THE GUARANTEE**

The compensation paid under this Contract may under no circumstances exceed the price of the Race number declared when taking out this Contract and within the limits set out in the Table of Cover.

We will reimburse you the amount of the Race number invoiced by the organiser less the excess depending on the compensation option chosen and in accordance with the Race organiser's cancellation scale.

### **WHAT IS THE DEADLINE FOR REPORTING A CLAIM ?**

**1/** You must notify the Race organiser IMMEDIATELY as soon as the illness first appears or as soon as you become aware of the event giving rise to the cover.

**2/** You must declare the claim to XPLOASSUR within five working days of the event giving rise to the guarantee on the website : [https //cancelrunner.xplorassur.com](https://cancelrunner.xplorassur.com)

If you cancel your participation after the Race, no refund will be made.

### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?**

**Your written claim must be accompanied by :**

- in the event of illness or accident, a medical certificate and/or hospitalization record specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and the civil status form,
- in all other cases, a statement justifying the reason for your cancellation.

**You must provide XPLOASSUR with the medical documents and information required to investigate your claim, as well as the medical questionnaire to be completed by your doctor,**

**which we will send you as soon as we receive the claim form.**

**If you do not have these documents or information, you must obtain them from your doctor and send them to XPLOASSUR.**

**You must also provide any information or documents requested in order to justify the reason for your cancellation, and in particular :**

- all photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been issued or carried out, and in particular sickness receipts including, for medicines prescribed, copies of the corresponding labels.
- statements from the Social Security or any other similar organisation, relating to the reimbursement of treatment costs and the payment of daily allowances,
- the number of your insurance policy,
- the entry form issued by the Race organiser,
- In the event of an accident, you must give details of the causes and circumstances and provide us with the names and addresses of those responsible, as well as any witnesses,
- and any other necessary documents.

**It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. If you object to this without a legitimate reason, you will lose your rights to cover.**

#### **WHAT WE EXCLUDE**

**In addition to the general exclusions common to all cover, the following are also excluded:**

- **a non-consolidated event, illness or accident that was first diagnosed, relapsed, aggravated or hospitalised prior to the date of subscription to this insurance contract,**
- **any circumstance that is merely detrimental to enjoyment,- pregnancy, including complications beyond the 28th week and, in all cases, voluntary termination of pregnancy**
- **voluntary interruption of pregnancy, childbirth, in vitro fertilisation and their consequences,**
- **missed vaccinations,**
- **failure of any kind, including financial failure, on the part of the Race organiser to fulfil its contractual obligations,**
- **any climatic event affecting the Race,**
- **any medical event whose diagnosis, symptoms or cause are of a psychological, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this policy,**
- **pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,**
- **the consequences of criminal proceedings against you,**
- **the absence of alea,**
- **an intentional act and/or an act punishable by law, the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the public health code, medicines and treatments not prescribed by a doctor,**
- **the simple fact that the geographical destination of the Race is not recommended by the Ministry of Foreign Affairs of the country of residence,**
- **an act of negligence on your part,**
- **any event for which the travel agency responsible for transporting you to the Race venue is liable, in application of the Tourism Code in force,**
- **non-presentation, for any reason whatsoever, of documents essential for participation in the Race or required by the local authorities, such as passports, identity cards, visas, travel tickets, vaccination certificates, except in the case of theft within 8 days prior to departure.**
- **all cover is excluded the direct or indirect consequences of epidemics and/or pandemics and/or diseases of**

viral and/or bacterial origin recognised as stage 2 or 3 by the French authorities and/or recognised as phase 4 by the WHO or declared as a public health emergency of international scope by the WHO and resulting, in any state concerned by the activities for which the insured has taken out cancellation insurance, in the implementation of restrictive national or local measures concerning the movement of people, and/or the organisation of sports Races or events attended by the public and/or the sanitary treatment of goods and people,

- the presence or action of a virus and/or a computer infection and/or an act of computer piracy,
- foreign war (it is up to the insured to prove that the loss was caused by another event),
- any direct or indirect effects of explosion, heat release, irradiation resulting from transmutation of atomic nuclei or radioactivity or exposure to any substance or contamination of a biological or chemical nature,
- the use of narcotics or medicines not prescribed by a doctor,
- claims arising under the influence of, or in connection with, the consumption of alcohol or drugs, unless prescribed by a doctor,
- an intentional act by the insured or his/her suicide or attempted suicide,
- aesthetic, psychological or psychotherapeutic treatment
- a state of depression, except in the event of hospitalization
- Strikes
- riots or civil commotion
- Attacks, acts of terrorism, sabotage, or the consequences of the application of the Vigipirate plan in France, or of a comparable plan put in place in any other country, or the consequences of any measures taken by the competent authorities, as a preventive measure, to avoid such events, as well as any withdrawal of administrative authorisation related to these same causes.
- Cancellation, postponement or interruption of the event to which the Insured is travelling or in which he/she is taking part
- An event with serial consequences, causing the cancellation of several insureds or groups of insureds at the same Race or at the same group of Races as defined in this policy.

# GENERAL PROVISIONS

## DEFINITIONS

- **We, the Insurer**

The policy is underwritten by **Groupe Special Lines** on behalf of Caisse Entreprises, Collectivités et Courtage Groupama Rhône-Alpes Auvergne, 50 rue de Saint Cyr - 69009 Lyon - Caisse locale d'Assurances Mutuelles Agricoles having subscribed to a reinsurance treaty involving substitution with the Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne - 50 rue de Saint Cyr - 69009 Lyon - 779 838 366 RCS Lyon - Companies governed by the Insurance Code and subject to the Autorité de Contrôle Prudentiel et de Résolution : 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09.

- **Serious bodily injury accident**

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

- **Insured**

The Insured are the natural persons insured through the Policyholder who have subscribed to this contract, duly registered for the Race and paid the Race number fee, hereinafter referred to as "You".

- **Attack**

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and covered by the media.

This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider them to be one and the same coordinated action, this event will be considered to be one and the same.

- **Natural disasters**

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent and recognised as such by the public authorities.

- **Race**

Running and/or cycling and/or swimming event in which the insured must participate and for which he/she is regularly registered.

- **Duration of guarantees**

Cancellation" cover takes effect on the day you take out the insurance policy and expires on the day you take part in the Race.

- **Domicile**

Domicile is defined as your principal and habitual place of residence.

- **Event with serial consequences**

An event with serial consequences is an event that causes more than 5% of the insureds on the same trip or group of trips to report a claim to the insurer.

- **Deductible**

The portion of the claim borne by the Insured under the contract in the event of compensation following a claim. The deductible may be expressed as an amount, a percentage, a day, an hour or a kilometre.

- **Team**

All the participants listed on the same Race entry form, with a view to forming the same team and competing in the team classification.

- **Disease**

Sudden and unforeseeable deterioration in health certified by a competent medical authority.

- **Maximum per event**

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum



amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

- **We take care of**

We reimburse Race number fees.

- **Nullity**

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the said agreement.

- **Damage**

An event of a random nature likely to trigger cover under this policy.

- **Underwriter**

XPLORASSUR

- **Territoriality**

All over the world.

## **REPAYMENT CONDITIONS**

Reimbursements to the Insured may only be made by us on presentation of the original receipted invoices corresponding to expenses incurred with our agreement.

Requests for reimbursement must be sent to : XPLORASSU

## **HANDLING OF COMPLAINTS**

A complaint is the oral or written expression of dissatisfaction with a professional. A request for service, information or advice is not a claim.

For any claim concerning your insurance cover for cancellation, you can contact XPLORASSUR by calling 05.34.45.31.51.

If your verbal complaint is not dealt with satisfactorily, we invite you to write to us, either by e-mail to: [reclamation@assurinco.com](mailto:reclamation@assurinco.com) or by post to : XPLORASSUR 8-10 rue du pont de Tounis BP 90932 31000 TOULOUSE - FRANCE

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date it is sent. Our response must be provided in writing within two months of the complaint being sent.

If you are not satisfied with our response, or if no response has been received within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website [www.mediation\[1\]assurance.org](http://www.mediation[1]assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take your case to court.

## **DATA COLLECTION**

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations relating to the protection of personal data in force and that moreover :

the answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the contract (article L 113-8 of the Code des Assurances) or the reduction of compensation (article L 113-9 of the Code des Assurances),

The processing of personal data is necessary for the subscription and performance of the contract and its guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.

The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the periods stipulated by the provisions relating to the statute of limitations.

The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the insurance contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties. It may also be passed on, where appropriate, to professional bodies and to any persons involved in the contract, such as lawyers, experts, court officers and ministerial officials, curators, guardians and investigators.

Information concerning the Policyholder may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and any public bodies authorised to receive them, as well as to the departments responsible

for control, such as statutory auditors, auditors and departments responsible for internal control).

In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a contract monitoring process which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

The data and documents concerning the Insured are kept for a period of five (5) years from the closure of the contract or the termination of the relationship.

The Insured's personal data may also be used as part of a process to combat insurance fraud, which may lead to the Insured being placed on a list of persons presenting a risk of fraud.

This registration may have the effect of prolonging the examination of his file, or even reducing or refusing the benefit of a right, benefit, contract or service offered.

In this context, personal data concerning the insured person (or persons party to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be sent to authorised personnel of organisations directly involved in a fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, the victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

In the case of persons registered on a list of suspected fraudsters, the data concerning them is deleted after a period of 5 years from the date of registration on this list.

In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either when the contract is taken out, during its performance or as part of the management of disputes.

Personal data may also be used by the Insurer for the purposes of research and development in order to improve the quality or relevance of its future insurance products and services.

Personal data concerning you may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

By providing proof of identity, the Insured has the right to access, rectify, delete and object to the data processed. They also have the right to request that the use of their data be limited if it is no longer necessary, or to recover in a structured format the data they have provided if it is necessary for the contract or if they have consented to the use of this data.

You have the right to define directives concerning the fate of your personal data after your death. These directives, whether general or specific, concern the storage, deletion and communication of their data after their death.

These rights may be exercised with the Insurer's Data Protection Representative:

If you have made a request to the Representative Data Protection Officer and have not received a satisfactory response, you may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

## **SUBROGATION**

XPLORASSUR is subrogated to the extent of the indemnities paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the facts which motivated its intervention. When the benefits provided in execution of the agreement are covered in whole or in part by another company or institution, XPLORASSUR is subrogated to the rights and actions of the Insured against this company or institution.

## **PRESCRIPTION**

- In application of article L 114-1 of the Insurance Code, any action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for death cover, with actions by beneficiaries being time-barred no later than thirty years from the date of the event.

- However, this period does not run :
- - in the case of concealment, omission, false or inaccurate declaration concerning the risk, only from the day when the Insurer became aware of it ;
- - in the event of a claim, only from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then.
- When the Insured's action against the Insurer is based on recourse by a third party, this prescription period only runs from the day on which this third party took legal action against the Insured or was compensated by the Insured.
- This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

recognition by the debtor of the rights of the person against whom he is prescribing (article 2240 of the Civil Code) ;

- an application to the courts, even in summary proceedings, until the proceedings are extinguished. The same applies where the action is brought before a court which lacks jurisdiction or where the act of bringing the action before the court is annulled by reason of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively dismissed (article 2243 of the Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

Please note that :

The summons of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the debtor against whom he was prescribing interrupts the limitation period against all the others, even against their heirs.

against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons served on one of the heirs of a joint and several debtor or the acknowledgement of that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or acknowledgement interrupts the limitation period, as against the other co-debtors, only in respect of the share for which that heir is liable.

To interrupt the limitation period for the whole, in respect of the other co-debtors, a summons must be served on all the heirs of the deceased debtor or an acknowledgement made by all those heirs (article 2245 of the Civil Code).

The interpellation made to the principal debtor or his acknowledgement interrupts the prescription period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by :

- the appointment of an expert following a claim ;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured in respect of the action for payment of the premium, and sent by the Insured to the Insurer in respect of the settlement of the claim).

#### **SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Insured's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

#### **FALSE DECLARATIONS**

**When they change the object of the risk or diminish our opinion of it:**

- **Any concealment or intentionally false statement on your part will render the contract null and void. Any premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in Article L 113.8 ;**
- **Any omission or misrepresentation on your part, where bad faith is not established, will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.**



#### **CONTROL AUTHORITY**

The authority responsible for supervising XPLOASSUR is the Autorité de Contrôle Prudentiel et de Résolution. (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9

**In the event of mistranslation or misunderstanding of the text, the French version shall prevail.**

#### **XPLOASSUR, a trademark of Assurinco Assurance Voyage**

SARL de courtage en assurances au capital de 1 187 070 €

Siège Social : 8-10, rue du Pont de Tounis – BP 90922, 31000 TOULOUSE

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