GENERAL TERMS AND CONDITIONS OF CANCELLATION POLICY NO. AR25065

To report your insurance claims

Log on to the XPLORASSUR website:

https://cancelrunner.xplorassur.com

- Fill in the claim form, which will allow you to receive an email with your file number and a list of all the documents required.

Through this website, you can send us your supporting documents and follow the management of your claim in real time.

PREAMBLE

The Cancellation contract is a voluntary group insurance contract **no. AR25065** (hereinafter referred to as the "Contract") **taken out by XPLORASSUR** (hereinafter referred to as "**XPLORASSUR**" or the "**broker**").

XPLORASSUR is a trademark of **PRESENCE ASSISTANCE TOURISME**, a subsidiary of FINAXY Group, whose registered office is located at 110-114 rue Jules Guesde, 92300 LEVALLOIS PERRET, SAS insurance brokerage with capital of €1,118,880, RCS Nanterre No. 622 035 947 - Registered with ORIAS under number 07001824 Orias website: www.orias.fr. – Company governed by the Insurance Code. Subject to supervision by the Prudential Control and Resolution Authority – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09.

This Cancellation contract consists of insurance cover provided by:

- **AREAS,** a mutual insurance company, registered in the Paris Trade and Companies Register under number D 775 670 466, whose registered office is located at 47/49 rue de Miromesnil 75008 PARIS, (hereinafter referred to as "AREAS" or "Insurer").
  hereinafter referred to as "**AREAS**" or "**Insurer**").

The Contract is managed by **XPLORASSUR.**

This document constitutes the general terms and conditions of the Cancellation Contract and is drawn up in accordance with the provisions of the Insurance Code. It sets out the cover, exclusions and obligations of the Insured in the event of a Claim.

COVERAGE TABLE

The following is only a brief description of the coverage provided in your contract. Specific and general warranty conditions and exclusions apply to each warranty. Please read your contract carefully for full details. The definitions of terms in Section *2-1 Definitions* herein shall also apply to this Warranty Table.

CANCELLATION	Coverage Limit	Deductible
Cancellation of the Trip by the Insured (before departure) for a covered reason.	**Maximum** Amount of the Race Bib, up to a limit of €1,000 per Race Bib	**10% of the amount of the claim, with a minimum of €15 per insured person**

ARTICLE 1 – THE TERM OF YOUR MEMBERSHIP AND ITS TERMS AND

1-1 HOW LONG DOES YOUR MEMBERSHIP LAST?

Membership takes effect on the date of enrollment (day and time) and ends on the day of the start of the Race covered by the covered Race Bib. The contract is concluded for a fixed term without tacit renewal.

1-2 WHEN DO YOUR GUARANTEES TAKE EFFECT?

COVER	EFFECTIVE DATE	EXPIRATION OF COVERAGE
CANCELLATION	The date and time of enrollment in this contract, upon payment of the premium.	The day and time of the start of the Race declared upon signing the contract and indicated on the Registration Confirmation of registration.

1-3 WHAT ARE THE CONDITIONS TO SUSCRIBE TO THE INSURANCE POLICY?

The Member's agreement to subscribe to the insurance policy may be expressed electronically (on a website website).

The eligibility requirements for Membership are as follows:

- The Member must have purchased a Race Bib from the Organizer.
- Membership takes effect subject to payment of the premium by the Member.

1-4 IN WHICH COUNTRIES DO YOUR GUARANTEES APPLY?

The cover and/or benefits provided under this Contract apply **worldwide** (unless otherwise stipulated in the contract)**.**

1-5 HOW TO PAY YOUR INSURANCE PREMIUM?

The Member will be informed of the total amount of the insurance premium, including all taxes, in good time before joining. The insurance premium is paid at the time of joining the Contract, to the Insurer or its representative (indicated on the Registration Confirmation), and includes applicable taxes and fees.
Failure to pay at the time of enrollment will result in the contract being considered null and void and will not give rise to any benefits or compensation give rise to any benefits or compensation.

1-6 WHEN DOES YOUR COVERAGE END?

- Upon expiry of the CANCELLATION cover;
- In the event of withdrawal from the contract as provided for in Article 1.7 below;
- In the event of fraud or attempted fraud when reporting a *claim*.

1-7 WHEN AND HOW CAN YOU CANCEL YOUR MEMBERSHIP?

Information document for exercising the right of withdrawal provided for in Article L. 112-10 of the Insurance Code.

You have the right to cancel this contract within thirty (calendar) days of its conclusion, without incurring any costs or penalties. However, if you benefit from one or more insurance premiums that are offered to you, such that you do not have to pay a premium for one or more months at the start of the contract, this period only runs from the payment of all or part of the first premium.

The exercise of the right of withdrawal is subject to the following four conditions: 1° You have entered into this contract for non-professional purposes;
2° This contract is complementary to the purchase of goods or services sold by a supplier; 3° The contract you wish to cancel has not been fully performed;
4° You have not reported any claims covered by this contract.

In this situation, you may exercise your right to cancel this contract by sending a letter or other durable medium to the insurer. The insurer is required to refund the premium paid within thirty days of your cancellation. Furthermore, to avoid multiple insurance coverage, you are invited to verify that you are not already covered by a policy covering any of the risks covered by the policy you have taken out.

SAMPLE FORM
"*I, the undersigned, Mr./Ms. ..., residing at ..., hereby cancel my contract No. .... taken out with ...., in accordance with Article L 112-10 of the Insurance Code. I certify that, as of the date of this letter, I am not aware of any claim involving coverage under the contract*."

The cancellation form should be sent by post to the following address:

XPLORASSUR
74 – 78 rue Anatole France
92300 LEVALLOIS PERRET - FRANCE
Tel: +33 (0) 1 55 90 47 51

Or by email to: reclamation@xplorassur.com

CONSEQUENCES OF WAIVER:
Exercising the right of withdrawal within the period specified in the box above will result in the termination of the contract as of the date of receipt of the letter or any other durable medium. Once you become aware of a Claim that is covered by the contract, you can no longer exercise this right of withdrawal. However, the full premium remains payable to the Insurer if you exercise your right of withdrawal after a Claim covered by the contract has occurred during the 30-day withdrawal period.
When you exercise your right of withdrawal, the Insurer is required to refund, where applicable, the amount of the premium paid within 30 days of the date on which the right of withdrawal was exercised.

1 – 8 WHAT TO DO IN THE EVENT OF A CLAIM?

- **Notify us as soon as possible in the event of a claim that may trigger one of the guarantees of the Contract so that we can assist you, within five (5) business days (reduced to two business days in the event of theft), except in cases of unforeseeable circumstances or force majeure. These deadlines run from the date on which the Insured becomes aware of the Claim that may trigger the coverage. After this deadline, the Insured will forfeit any right to compensation if the delay has caused prejudice to the Insurer.**

- **You must send XPLORASSUR all the necessary supporting documents for any claim (your General Terms and Conditions list the documents required for this purpose in the section provided for this purpose ("What are your obligations in the event of a Claim?").**
  - ❖ **By internet: https://cancelrunner.xplorassur.com**
- **Spontaneously declare any coverage taken out with other insurers for the same risk.**

ARTICLE 2 – DESCRIPTION OF INSURANCE COVERAGE

In this section, we will describe the coverage provided in your contract. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. All coverage is provided within the limits indicated in the Coverage Table. Each coverage is supplemented by the Definitions (listed in section "2-1 *DEFINITIONS"),* the General Exclusions (listed in section "2.3.1 *GENERAL EXCLUSIONS COMMON TO ALL COVERAGES" herein)* and any specific exclusions listed in the coverage details.

2-1 DEFINITIONS

These definitions form an integral part of this contract. They facilitate understanding and thus contribute to a full appreciation of the coverage you enjoy. They should be referred to in the event of any difficulty in interpretation.
"You" refers to the Insured for all matters relating to coverage and obligations in the event of a Claim, and "We" refers to the Insurer.

Bodily injury

A sudden deterioration in health resulting from the sudden action of an external cause, unintentional on the part of the victim, as determined by a medical authority competent in the field concerned, leading to the prescription of medication for the patient and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity that must be performed in the course of daily life, and prohibiting the victim from traveling by their own means.

Member

Any natural person who has signed up to the Contract and is named on the Registration Confirmation. They certify the accuracy of the information required for membership and are responsible for paying the premium. The Member may also be the Insured and may therefore be the beneficiary of the cover.

Force majeure

An unintentional, unforeseeable, unavoidable event beyond the control of the Insured.

Insured

A natural person of legal age who is duly registered for the Race and has purchased a Race Bib from the Organizer, in whose name this contract is entered into. The Insured is the only person covered by the Contract. They must be identified by their surname, first name, telephone number, and/or email address as stated on the Race Registration Confirmation, hereinafter referred to as "You." This person may be domiciled anywhere in the world.

Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror, and which is 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 the authorities consider them to be a single coordinated action, this event will be considered as a single event.

Natural disaster

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

Insurance Code

Collection of laws and regulations governing insurance contracts.

Confirmation of registration

Proof of registration or invoice issued by the Organizer and given to the Insured at the time of purchase of the Race Bib, constituting the specific terms and conditions of the Contract. This document contains all general information about the Race, the first and last names of the participant(s), the reservation reference, the destination, dates and duration of the Race, the total price, insurance, and payment terms.

Spouse

Spouse or civil partner or common-law partner of the Insured, of the opposite sex or same sex, living under the same roof (domicile).

Race

Refers to any sporting event or competition organized by the Official Organizer, for which the Insured is registered and holds a Race Bib, and whose date, location, and organizational details are expressly mentioned on the Registration Confirmation issued by the Organizer.

Penalty

A contractual penalty that deprives you of all coverage for the Claim to which it applies. It is not enforceable against injured parties other than the Insured or their beneficiaries if you incur it as a result of failing to comply with your obligations after a Claim.

Domicile

The domicile is considered to be the Insured's main and usual place of residence. The cover is acquired
to Insured Parties residing anywhere in the world. In the event of a dispute, the tax domicile shall constitute the domicile.

Race Bib

A registered name for a Race, acquired from the Organizer, identified by the name of the Insured Party, and covered by this contract. Only the Race Bib expressly designated on the Race Registration Confirmation is considered a covered Race Bib. **Any Race Bib that is transferred, assigned, or resold outside of the conditions set by the Organizer is excluded from coverage.**

DROM

DROM refers to the Overseas Departments and Regions, namely Guadeloupe, Martinique, French Guiana, Réunion, and Mayotte.

Epidemic

Any outbreak and spread of a contagious infectious disease that affects a large number of people nationwide at the same time and is recognized as such by the national health authorities, resulting in a public health emergency declaration and leading to a public health policy involving restrictive measures in terms of population movement and health treatment.

Events covered by insurance

- ✓ Cancellation

France

Metropolitan France and Corsica.

Deductible

The portion of the loss borne by the insured as stipulated in the contract in the event of compensation following a loss.

The deductible may be expressed as an amount, a percentage, a number of days, hours, or kilometers.

Civil war
Civil war is defined as armed opposition between several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law, or closure of borders ordered by local authorities.

Foreign war
Foreign war is defined as armed opposition, whether declared or undeclared, by one state against another state, as well as any invasion or state of siege.

Hospitalization
Any admission to a hospital facility involving at least one night's stay. Quarantines organized in a hospital setting are not defined as hospitalization.

Illness
A sudden and unforeseeable deterioration in health, as determined by a medical authority competent in the field covered by the illness, resulting in the prescription of treatment or medication for the patient and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity that must be performed in the course of everyday life**.**

Clumsiness
Unintentional error or clumsy behaviour on the part of the Insured, due to a lack of skill, precision, or coordination. This does not refer to a lack of vigilance or attention, but rather to a mistake resulting from an act performed without the intention of causing harm.
Example: Knocking over a fragile object by leaning awkwardly to pick something up. Key characteristic: Clumsiness results from an unintentional action, without any obvious lack of diligence or attention.

Family member
A family member is defined as a person who can prove a family relationship (by law or in fact) with the Insured from the following list: their Spouse, their ascendants or descendants or those of their Spouse, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of their Spouse. They must be domiciled in the same country as you, unless otherwise stipulated in the contract.

Negligence
Lack of care or attention on the part of the Insured in the performance of a task or in expected behavior. It implies a failure in the vigilance that a responsible person would have exercised in the same circumstances. Negligence differs from clumsiness in that it results in a breach of the duty of care.
Example: Leaving dangerous objects within reach of young children or driving a vehicle without observing safety rules.
Key characteristic: Negligence results from a failure to take reasonable steps to avoid foreseeable harm.

Organizer
Refers exclusively to the entity legally authorized and identified as the official organizer of the Race, as mentioned on the Registration Confirmation. No other natural or legal person may be considered the Organizer within the meaning of this Agreement.

Material organization
The material organization of the Race refers to all the logistical and practical preparations necessary to ensure its smooth running. This includes several aspects: booking transportation (plane, train, bus, rental car), accommodation, planning the stages of the Race, including activities and visits, preparing the necessary documents (passports, visas, and any other administrative formalities), complying with baggage weight and size limits, and establishing a budget that includes the costs of this organization.

Pandemic

An epidemic that spreads over a large area, crossing borders, and is classified as a pandemic by the World Health Organization (WHO) or by the competent local public authorities of the country where it is detected, leading to a health policy involving restrictive measures in terms of population movement and health treatment.

Disaster

A random event that triggers one of the guarantees in this contract.

Policyholder

Refers to Xplorassur on behalf of its Members and Insured Parties.

Territoriality

Worldwide (unless otherwise stipulated in the contract).

Third party

Any person other than the Insured responsible for the damage.
Any Insured who is the victim of bodily injury, property damage, or consequential damage caused by another Insured (the Insured Parties are considered third parties to each other).

Aggravated theft

Fraudulent theft committed by a third party against the Insured, proven and recorded as such by a competent authority in the following cases: **Burglary, Robbery**, as mentioned in the police report. In the event of aggravated theft, you must provide proof that a complaint has been filed with the police within 48 hours of the day on which the aggravated theft was discovered.

Burglary

Theft of property belonging to the Insured committed by a third party by forcing, damaging, or destroying the external locking device (activated at the time of the theft) in which the stolen property was located. The theft must be characterized by the finding of serious evidence consisting of physical traces found on the external locking device:

- Of a building or movable property,
- From a motorized land vehicle, provided that the insured property is not visible from the outside.

Theft by assault

Theft of property belonging to the Insured committed by a third party using physical or verbal violence against the Insured.

2.2 CANCELLATION

If, BEFORE THE START OF THE RACE, you cancel your participation in the Race for which you have purchased a Race Bib and for which you have entered into this contract, for one of the reasons covered listed in section "2.2.1 *NATURE OF THE COVERAGE*" below and constituting an event that was unforeseeable at the date of acceptance of the contract, preventing your participation, we will reimburse you for the amount of the unused Race Bib within the limits indicated in the Coverage Table.

IMPORTANT:

- **Please note that this guarantee only applies BEFORE THE START OF THE RACE and for any reason covered by the contract (ranging from 1 to 8) constituting a *Contingency* and occurring after the contract has been taken out during the period of validity of the contract and provided that the contract is in force on the day of the Claim.**
- **You must cancel your registration for the Race on the Organizer's website within 48 working hours of the occurrence of a covered reason forcing you to cancel your participation (including in the event of medical contraindication). <u>Our compensation is always limited to amount that would have remained your responsibility if you had informed the Race Organizer, on the day of the occurrence of the event likely to trigger the guarantee.</u>**

2.2.1 NATURE OF THE COVER

The coverage is provided for the reasons and circumstances listed below, to the exclusion of all others:

1. **Illness, physical accident, or death** (it being understood that the date of the first medical diagnosis will be taken into account for the calculation of the reimbursement)**,**
   Or
   The consequences, sequelae, complications, including relapses or aggravation **observed after joining the contract,** of a bodily accident or pre-existing illness that occurred prior to the date of subscription to this contract and was not foreseeable at the date of purchase of your Race Bib (it being understood that the date of first medical diagnosis, aggravation, development, or relapse will be taken into account for the calculation of the reimbursement):
   - Yourself,
   - A family member, a pet that you own, **provided that the event occurs within 30 days prior to departure.**
   - Your guardian or any person who usually lives under your roof,
   - The person designated when signing this contract, responsible during the Race for looking after or accompanying your minor children or disabled person living under your roof on vacation, provided that they are hospitalized for more than 48 consecutive hours or die.

     , provided that they are hospitalized for more than 48 consecutive hours or die.

2. **Any medical event or condition affecting the Insured or a Family Member, as determined by a competent medical authority, and whose diagnosis (cause or consequence) is listed below**: bipolar disorder, anxiety, depression, post-traumatic stress disorder, dementia, dysthymia, schizophrenia, paranoia, burnout, overwork, autism, Alzheimer's disease, Parkinson's disease, obsessive-compulsive disorder (OCD), eating disorder (ED), Tourette's syndrome, **provided that the person has been hospitalized for more than 4 consecutive days in a hospital or specialized clinic.**

Please note: We will only intervene if the illness or physical accident prevents you from participating in the race or if, as a result of your participation in the race, the illness or injury resulting from a physical accident could worsen or cause you greater medical harm.

3. **Pregnancy complications of the Insured up to and including the 28th week of pregnancy**
   that result in the complete cessation of all professional activity or, failing that, the exercise of an activity professional activity, any other basic activity that must be performed as part of everyday life,

4. **The discovery of the Insured's pregnancy** if the nature of the Race is incompatible with pregnancy and provided that she was not aware of this at the time of purchasing the Race Bib.

5. **Material damage resulting from a road accident involving your vehicle** occurring within 48 hours prior **to the first day of the Race**, rendering your vehicle irreparable within the time necessary for you to travel to the place of stay or starting point of the Race on the date initially planned, and insofar as the vehicle is essential for the Insured to get there.

6. **Property damage exceeding 25% of your private or professional premises** that you own, rent, or occupy free of charge, resulting from fire, water damage, flooding, or storm damage (hail, snow, or wind) and requiring your presence on the scheduled departure date or during the dates of the insured Race in order to take the necessary protective measures.

7. **Theft from private or professional premises** that you own, rent or occupy free of charge, requiring your presence on site on the day of departure or during the dates of the insured Race, to take the necessary protective measures, **provided that it occurred within 48 hours prior to the start of the Race. A complaint must be filed.**

8. **Your redundancy** or that of your spouse, provided that the procedure had not been initiated on the date of signing this Contract and/or that you were not aware of the date of the event at the time of signing the contract.

2.2.2 WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Two steps

1/ **As soon as you become aware of a medical condition or its worsening, or as soon as you become aware of an event that may trigger the cover, and within a maximum of 48 working hours, you must inform the Race Organizer by cancelling your registration on the Race website.**

2/ You must also report the claim to XPLORASSUR within five business days of the event giving rise to the claim.
If this deadline is not met and we suffer a loss as a result, you will lose all rights to compensation.

You must also provide any information or documents requested in order to justify the reason for your claim under the *CANCELLATION* cover in accordance with Article *2.3.2 SUPPORTING DOCUMENTATION TO BE PROVIDED herein.*

IMPORTANT:
Furthermore, it is expressly agreed that you accept in advance the principle of a check by our medical advisor. You therefore agree to waive your right to medical confidentiality and to provide all medical supporting documents requested and necessary for the investigation of your claim for compensation.
If you object to this without legitimate reason, you will lose your rights to coverage.

2.2. 3 WHAT WE EXCLUDE

The Cancellation cover does not cover the inability to travel due to:
-the closure of borders,
-the practical arrangements for the Insured's participation in the Race,
-the practical organization of the Race by the Race Organizer,
-the conditions of accommodation, security, or the health situation in the country where the Race is held.

In addition to the exclusions common to all cover provided by AREAS listed in Article 2.3.1 "GENERAL EXCLUSIONS COMMON TO ALL COVERAGE," the following are also excluded:

- **Any illnesses or physical accidents already known to the Insured on the day of registration for the Race (except in the event of aggravation or relapse that was unforeseeable at the time of registration, occurred after registration for the Race, and is certified by a medical certificate),**
- **Any pregnancy (unless otherwise stipulated in the policy), examinations, or appointments already known to the Insured on the day of registration for the Race.**
- **Any events known to the Insured at the time of registration for the Race as likely to affect the coverage,**
- **Any cosmetic or comfort procedures, treatments, or spa therapies,**
- **The causes or consequences of administrative or health restrictions (visas, vaccinations, medical certificates not obtained),**
- **Any decision by the Race Organizer to cancel, postpone, or modify the Race for any reason whatsoever the cause,**
- **Disqualification, cancellation, or withdrawal of the Race Bib by the Race Organizer in the event of fraud, misrepresentation, unauthorized resale or transfer, or failure to comply with the Race rules.**

- **Cancellation caused by a person who was hospitalized at the time of purchase of your Race Bib or subscription to the contract,**
- **childbirth, pregnancy complications beyond the 28th week of pregnancy and, in all cases: voluntary termination of pregnancy, medically assisted reproduction and their consequences,**
- **Lack of or excessive snowfall,**
- **Weather or climatic events, unless otherwise stipulated in the contract,**
- **The simple fact that the geographical destination where the Race is taking place is not recommended by the French Ministry of Foreign Affairs and/or the World Health Organization,**
- **An event, bodily injury, or illness resulting from an act of negligence on the part of the Insured,**
- **Medical interventions resulting solely from the Insured's wishes, except in cases of medically recognized necessity,**
- **The inability to travel due to administrative restrictions on the movement of persons imposed by the competent authorities of the country of departure, transit, or destination, except for the reasons listed in the coverage,**
- **Accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive sledding, all air sports,**
- **Failure to present, for any reason whatsoever, documents essential for your participation in the Race, including the following: passport, identity card, visa, transport tickets, vaccination record, medical certificate,**
- **A contractual termination by the Insured or their Spouse,**
- **Theft resulting from proven negligence on the part of the Insured (leaving the property visible to everyone without supervision, or in a private place without a locking device or without it being activated or fully closed),**
- **Theft of an identity card or passport.**

2. 3 GENERAL FRAMEWORK OF COVERAGE PROVIDED BY AREAS

Like any insurance contract, this contract entails rights and obligations for both you and us. It is governed by the Insurance Code. These rights and obligations are set out below.

2.3.1 GENERAL EXCLUSIONS COMMON TO ALL COVERAGE

We will not intervene in the following cases:

- **Services purchased after subscription or that have not been organized by us, or in agreement with us, do not entitle you to a refund or compensation after the fact (unless these services have been subject to an adjustment of the insurance premium).**
- **Meal and hotel expenses,**
- **Damage caused intentionally by the Insured and damage resulting from their participation in a crime, offense, or brawl, except in cases of self-defense.**
- **Expenses incurred after the end of the Race or the expiration of the warranty,**
- **Customs fees,**
- **The sums duein relation with convictions and their consequences,**
- **Any intentional and/or reprehensible act under the law, the consequences of alcohol intoxication and drug use, any narcotic substance mentioned in the Public Health Code, the use of medications and treatments not prescribed by a doctor and their consequences,**
- **The professional practice of any sport,**
- **Participation in competitions or endurance or speed events and their preparatory trials on board any land, water or air vehicle,**

- **Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high-altitude mountaineering, bobsleigh, hunting, ice hockey, skeleton, combat sports, caving, snow sports involving international, national, or regional rankings.**
- **The consequences of failure to comply with recognized safety rules related to the practice of any recreational sporting activity,**
- **Deliberate failure to comply with the regulations of the country visited or participation in activities not authorized by local authorities,**
- **Official prohibitions, seizures, or constraints by law enforcement,**
- **Use by the Insured of aircraft navigation devices,**
- **The use of weapons of war, explosives, and firearms,**
- **The consequences of criminal proceedings against you,**
- **Any failure, including financial failure, on the part of the transport company that makes it impossible for it to fulfill its contractual obligations, unless otherwise stipulated in the policy,**
- **Damage resulting from intentional misconduct or fraud on the part of the Insured in accordance with Article L.113-1 of the Insurance Code,**
- **the consequences of suicide or attempted suicide by the Insured and persons accompanying them and insured under this contract occurring less than one year before the contract was taken out,**
- **Epidemics and pandemics and their consequences,**
- **Pollution and its consequences,**
- **natural disasters and their consequences, unless otherwise stipulated in the coverage,**
- **Any circumstance that merely affects the Insured's enjoyment of the trip,**
- **Failure to vaccinate or lack of vaccination,**
- **Nuclear incidents, civil or foreign war, riots, strikes, popular movements, acts of terrorism, attacks, hostage-taking and their consequences,**
- **The absence of risk in the loss event,**
- **cosmetic treatment, a cure, voluntary termination of pregnancy, in vitro fertilization and its consequences,**
- **notorious political instability or reprisals and their consequences,**
- **the disintegration of the atomic nucleus, or any irradiation from an energy source of a radioactive nature and the consequences thereof,**
- **refusal of boarding by the transport company for any reason whatsoever,**
- **Any event for which the Race Organizer or the Transport Company may be held liable (unless otherwise stipulated in the guarantee) in accordance with the Tourism Code in force.**

2.3.2 DOCUMENTATION TO BE PROVIDED

It is your responsibility to prove that all the conditions required for the guarantee to apply are met, by providing the supporting documents listed in the table below, depending on the guarantee in question. These documents and all the information provided will be used to justify the covered reason and assess the amount of your compensation. If the covered reason is medical, you may, if you wish, send the medical information in a confidential envelope to our medical advisor (74-78 rue Anatole France, 92300 Levallois Perret, France) or via your secure personal account on the website https://cancelrunner.xplorassur.com, along with the confidential medical questionnaire to be completed by your doctor, which we will send you upon receipt of the claim.
If you do not have these documents or information, you can obtain them from your doctor and send them in a confidential envelope, addressed to our medical advisor.

PLEASE NOTE:
If no supporting documents are provided, or if the supporting documents provided do not prove the validity of the covered reason given, we are entitled to refuse your claim for compensation.

If you do not comply with the obligations set out for each type of cover and in this article, except in cases of unforeseeable circumstances or force majeure, we shall be entitled to claim compensation from you in proportion to the loss that this failure may have caused us, which will be deducted from any compensation that may be payable to us.
If, in bad faith, you make false statements about the nature and circumstances of the Loss, the amount of damage, or fail to declare the existence of other insurance covering the same risks, use inaccurate documents as justification, or use fraudulent means, you will forfeit all rights to compensation.

CANCELLATION	
In all cases	- A copy of the email confirming your registration for the Race, stating the price of the Race Bib and the date of registration (Registration Confirmation); - Where applicable, official proof of your family member's status as a Member certifying their relationship to you; - A copy of the valid passport or identity card of the beneficiary of the claim reimbursement; - The bank account details (account number or IBAN, BIC/SWIFT code, name and postal address of the bank) of the beneficiary of the claim reimbursement. - After reviewing the file, any other supporting documents we may request.
Illness or physical accident	For you: - A medical certificate issued by a doctor advising cancellation of participation in the Race; - If applicable, the hospital admission form; - The confidential medical questionnaire completed by the doctor; - After reviewing the file and at our request: reimbursement slips from the health insurance and/or supplementary insurance provider. For a member of your family: - Where applicable, the medical certificate issued by a doctor indicating the need for your presence with the patient; - Where applicable, the hospital admission form.
Death	- The death certificate; - Where applicable, the certificate of inheritance (if the participant in the Race has died); - Where applicable, the contact details of the notary in charge of the estate; - Where applicable, a copy of the death certificate for your pet.
Pregnancy	- A medical certificate issued by a doctor (general practitioner or gynecologist) confirming the pregnancy and specifying the medical contraindication to participating in the Race; - The pregnancy certificate; - If applicable, the hospital admission form; - The confidential medical questionnaire completed by the doctor; - After reviewing the file and at our request: reimbursement slips. from the health insurance provider and/or supplementary insurance provider.
Complications due to pregnancy pregnancy	- A detailed medical certificate from a doctor or gynecologist attesting to the complication and the inability to participate in the Race; - Hospitalization report, if applicable; - the ultrasound report, if applicable; - A copy of the sick note stating the need for strict rest that is incompatible with participation in the Race, if applicable; A copy of the pregnancy declaration (Cerfa no. 10112*06); - After review of the file and at our request.
Medical event or illness affecting the Insured or a Family Member (from the list)	For you: - A medical certificate issued by a doctor advising cancellation of participation in the Race due to one of the listed illnesses; - The hospitalization form; - The confidential medical questionnaire completed by the doctor; - The reimbursement slips from the health insurance provider and/or supplementary insurance provider; - After reviewing the file and at our request. For a member of your family:

	- Where applicable, the medical certificate issued by a doctor indicating the need for your presence with the patient; - The hospital admission form.
Property damage resulting from a road accident involving your vehicle	- A copy of the vehicle repair bill; - Where applicable, the acknowledgment of receipt of the claim form from the .
Property damage or aggravated theft on your private or business premises	- Acknowledgment of receipt of the claim notification from the comprehensive home or business insurer home or professional insurer; - If applicable, any supporting documents proving your status as owner or manager of the company; - In the event of aggravated theft, a copy of the complaint filed with the police.
Redundancy	- A copy of the employment contract; - A copy of the letter notifying you of your dismissal.

2.3.3 LIMITS APPLICABLE IN CASES OF FORCE MAJEURE

The Insurer or the Managing Broker shall in no event be held liable for any failure or delay in the performance of its obligations resulting from force majeure or events such as civil or foreign war, notorious political instability, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, restrictions on the free movement of persons and goods, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, atomic disintegration, explosions of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

2.3.4 CLAIMS PROCESSING

During the term of the Contract, difficulties may arise.
Therefore, for any request or correction of information, or in the event of a dispute, you must first consult your MANAGER in writing, either by mail to **XPLORASSUR at 74-78 rue Anatole France 92300 LEVALLOIS PERRET (France), or by writing to reclamation@xplorassur.com**

You will receive an acknowledgment of receipt within a maximum of 10 working days. You will be kept informed of the progress of the review of your situation and, unless there is a justified exception in writing, you will receive a response no later than two (2) months after sending your complaint letter.
If you remain dissatisfied and wish to continue the discussion, you may contact the Insurer's customer relations department (AREAS – 47/49, rue de Miromesnil 75380 Paris cedex 08, or www.areas.fr, under the heading "submit a complaint"), which will respond within the same time frame.
In any event, in the event of persistent disagreement or in the absence of a response and upon expiry of the two (2) month period following the submission of your complaint, provided that no legal action has been taken, you may refer the matter to the Insurance Mediation Service (TSA 50110 75441 Paris cedex 09 or by email to www.mediation-assurance.org). The opinion of the Insurance Mediator is not binding on the parties, who are free to accept or reject his proposed solution and to refer the matter to the competent court.

2.3.5 PERSONAL DATA PROTECTION

In accordance with Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), we inform you that your personal data is collected and processed by Aréas Dommages and Aréas Vie (hereinafter collectively referred to as "Aréas Assurances") through your XPLORASSUR Manager.

The information collected is processed for the purposes of managing this request and the commercial relationship.

Your data is used solely for explicit, legitimate, and specific purposes related to its insurance activities (conclusion, management, and execution of insurance contracts) and real estate investments. Only useful data is collected. This data is kept for the duration of the limitation period.

legal. Aréas Assurances communicates your data, including outside the European Union, only to intermediaries, group companies, partners, reinsurers, service providers, or authorized professional organizations that need it in the course of our activities, acting within the scope of their responsibilities. Your data may also be disclosed to official bodies and authorized administrative and judicial authorities, in particular in the context of the fight against money laundering and terrorist financing or the fight against fraud.

You have the following rights with regard to the processing of personal data carried out by Aréas Assurances through your XPLORASSUR Manager: access your data, request its correction in the event of an error, request its deletion, request the limitation of its processing, request its portability, object to its processing, and define guidelines regarding its fate in the event of death. Once you have given your consent to data processing, you may withdraw it at any time, without affecting the operations carried out prior to such withdrawal.

All of your rights can be exercised by contacting the personal data protection officer of Insurer: **Aréas Assurances via the following contact form: https://www.areas.fr/contacter-le-dpo ,**

or contact your Manager: **XPLORASSUR at the following address: dpo@finaxy.com .**

Finally, you have the right to lodge a complaint with the CNIL.

You can find more information about your rights on our website www.areas.fr or on the CNIL website: www.cnil.fr.

In this regard, *the Insured* acknowledges that they have been informed that the Insurer processes their personal data and that, furthermore:

- Answers to the questions asked are mandatory, and in the event of false statements or omissions, the consequences may include the nullity of the contract (Article L 113-8 of the Insurance Code) or a reduction in the compensation due in the event of a claim (Article L 113-9 of the Insurance Code).
- The processing of personal data is necessary for the conclusion and performance of the contract and its guarantees, for the management of commercial and contractual relationships, or for the implementation of legal, regulatory, or administrative provisions in force.
- The data collected and processed is kept for the period necessary for the performance of the contract or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to the statute of limitations.
- The recipients of the data concerning you are, within the limits of their powers, the Insurer's departments responsible for the conclusion, management, and performance of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors, and reinsurers in the course of their duties.

2.3.6 CONSUMERS' RIGHT TO OBJECT TO TELEMARKETING

If you do not wish to receive commercial solicitations by telephone, you can register free of charge on a government list opposing telephone solicitation (Bloctel).
These provisions apply to all consumers, i.e., any natural person acting for purposes that do not fall within the scope of their commercial, industrial, craft, or professional activity.

2.3.7 INSURANCE ACCUMULATION

In accordance with the provisions of Article L. 121-4 of the Insurance Code, when several insurance policies are taken out without fraud for the same risk, each of them shall be effective within the limits of the contract guarantees and in accordance with the provisions of Article L. 121-1 of the Insurance Code. In this case, the Insured must notify all insurers.
Within these limits, the Insured may contact the Insurer of their choice. When policies are taken out fraudulently or with intent to deceive, the penalties provided for in the Insurance Code (nullity of the contract and damages) shall apply.

2.3.8 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

The Insurer is subject to legal and regulatory obligations relating to the fight against money laundering, terrorist financing, the freezing of assets, and the fight against corruption. These obligations must be implemented before the conclusion of the membership and throughout the life of the membership.
This translates into the obligation to:

- identify the policyholder and the insured parties under the contract;
- to carefully review the transactions carried out under the contract.

In order to fulfill these obligations, the Insurer may collect all relevant information and, where applicable, supporting documents. The Member undertakes to provide all the information and supporting documents requested. If the Insurer does not obtain the necessary information and documents, it is obliged not to conclude the membership. Furthermore, it is specified that the Insurer does not accept any cash transactions.

2.3.9 SUBROGATION

The Insurer is subrogated, up to the amount of the compensation paid and the services provided by it, to the rights and actions of the Beneficiary against any person responsible for the events giving rise to its intervention. Where the benefits provided under the agreement are covered in whole or in part by another company or institution, the Insurer is subrogated to the rights and actions of the beneficiary against that company or institution.

2.3.10 LIMITATION PERIOD FOR ACTIONS ARISING FROM THE INSURANCE CONTRACT

The provisions relating to the limitation period for actions arising from the insurance contract are set out in Articles Articles L. 114-1 to L. 114-3 of the Insurance Code reproduced below:

Article L. 114-1 of the Insurance Code:
All actions arising from an insurance contract are time-barred two years after the event giving rise to them
.
However, this period shall not run:
1° In the event of concealment, omission, false or inaccurate statement regarding the risk incurred, only from the date on which the Insurer
became aware of it;
2° In the event of a Claim, from the date 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 a third party's recourse, the limitation period shall only run from the date on which that third party brought legal action against the Insured or was compensated by the latter.
The limitation period is extended to 10 years in life insurance contracts where the beneficiary is a person other than the policyholder and, in personal accident insurance contracts, where the beneficiaries are the dependents of the deceased Insured.
For life insurance contracts, notwithstanding the provisions of 2°, the beneficiary's actions are time-barred at the latest 30 years after the death of the Insured.

Article L. 114-2 of the Insurance Code:
The limitation period shall be interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim.
The interruption of the limitation period for the action may also result from the sending of a registered letter with acknowledgment of receipt by the Insurer to the Insured concerning the action for payment of the premium and by the Insured to the Insurer concerning the payment of the indemnity.

Article L. 114-3 of the Insurance Code:
Notwithstanding Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, modify the limitation period or add to the grounds for its suspension or interruption.

Additional information:
The ordinary causes for interruption of the limitation period referred to in Article L. 114-2 of the Insurance Code are set out in Articles 2240 to 2246 of the Civil Code, reproduced below.

Article 2240 of the Civil Code:
Recognition by the debtor of the right of the person against whom he was prescribing interrupts the limitation period.

Article 2241 of the Civil Code:
Legal proceedings, even summary proceedings, interrupt the limitation period and the foreclosure period.
The same applies when the action is brought before a court that does not have jurisdiction or when the referral to the court is annulled due to a procedural defect.

Article 2242 of the Civil Code:
The interruption resulting from the legal action shall remain in effect until the proceedings are terminated.

Article 2243 of the Civil Code:
The interruption is null and void if the plaintiff withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected.

Article 2244 of the Civil Code:
The limitation period or foreclosure period is also interrupted by a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an act of enforcement.

Article 2245 of the Civil Code:
The interpellation made to one of the joint and several debtors by a legal claim or by an act of enforcement or the acknowledgment by the debtor of the right of the person against whom he was prescribing interrupts the limitation period against all the others, even against their heirs.
However, the interpellation made to one of the heirs of a joint debtor or the acknowledgment of that heir does not interrupt the limitation period with respect to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or recognition interrupts the limitation period with respect to the other co-debtors only for the portion for which that heir is liable.
To interrupt the limitation period for the whole, with regard to the other co-debtors, the interpellation to all the heirs of the deceased debtor or the acknowledgment of all those heirs.

Article 2246 of the Civil Code:
The summons issued to the principal debtor or his acknowledgment interrupts the limitation period against the guarantor.

2.3.11 SETTLEMENT OF DISPUTES

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

2.3.12 FALSE DECLARATIONS

When it changes the object of the risk or reduces our opinion:

- **Any reluctance or intentionally false statement on your part will result in the contract being declared null and void. The premiums paid will remain our property and we will be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.**

- **Pursuant to Article L113-9 of the Insurance Code, any omission or misrepresentation on your part, where bad faith has not been established, will result in the termination of the contract 10 days after notification by registered letter, provided that it is discovered before any claim is made. When the omission or misrepresentation is revealed during a claim, it will result in the proportional reduction of compensation provided for in the aforementioned article.**

2.3.13 LANGUAGE USED

The language used in pre-contractual and contractual relations is French.

2.3.14 REGULATORY AUTHORITY

We are subject to supervision by the Prudential Supervision and Resolution Authority, 4 Place de Budapest – CS 92459 – 75436 Paris Cedex 09.