# Information and specifications of your insurance policy

**Only the German Terms and Conditions are legally binding. The English version serves informational purposes.**

## A: TERMS AND CONDITIONS

### 1. What is covered by your start position cancellation policy?

The start position cancellation policy was taken out as a group insurance agreement between the insurer and the organizer and covers your participation fee in case of changes or cancellation as a consequence of specific events. As a participant, you are entitled to join this group insurance agreement and thus become an insured person; your registration will be processed by the organizer and reported to the insurer.

Please consult the special provisions for further details.

### 2. What is a sporting event?

A sporting event is an event for sportspeople that is organized and operated by a special organizer.

### 3. Which expenses are covered by the start position cancellation policy?

We cover the regular participation fee paid by you to the organizer.

### 4. What is not covered by your start position cancellation policy?

4.1 Fraud and Malice

We will not grant cover if the insured person fraudulently attempts to deceive us about circumstances that are relevant to the cause or the amount of the loss. We are also released from our obligation to pay if you or one of the insured individuals intentionally caused the loss. Fraud or malice are deemed proven when arising from a final court sentence.

4.2 Gross negligence
We are entitled to shorten the benefits to the extent of any serious fault, should the loss be brought about by gross negligence.

4.3 War, civil unrest and other events
Unless otherwise provided for in Section B, insurance coverage shall not apply to damage caused by war, civil war, warlike events, civil unrest, strike, nuclear energy, seizure, confiscation or other sovereign acts or by any natural hazards. Furthermore, there is no insurance cover for events resulting from violence during a public gathering or rally, in which you or the insured individuals actively participate.

4.4 Predictability

We shall not pay if the loss was foreseeable at the time the participation to the race was booked or the policy was taken out. Note: Please also refer to the restrictions in Section B of these terms and conditions.

4.5 Additional Services
This policy does not cover any expenses related to travel or overnight stay (or the cancellation thereof). It does not cover any additional services you might had agreed with the organizer (such as medals, even T-shirts, photos or videos, etc.).

4.6 The consequences of the outbreak of an epidemic or pandemic (e.g. lockdown or quarantine measures) related to an infectious disease or new virus strains as declared by the World Health Organization (WHO) or a competent authority in your home country or a country you visit or transit through during your trip.

4.7 This does not apply if you fall ill from the epidemic or pandemic or die from it.

## 5. Who is insured?

As a participant to a sporting event organized by a sporting events organizer you are an insured person.

## 6. When does insurance cover begin and end?

The insurance cover begins once you have registered and received confirmation from the organizer of your participation to the sporting event and ends at the beginning of the latter.

## 7. How should I proceed in a claim situation?

7.1 You should possibly avoid any claim situation from happening.

7.2 Where in a claim situation you are obliged to minimize any costs incurred.

7.2.1 You must avoid anything that could lead to unnecessary costs.

7.2.2 You shall assign to us the right to claim for compensation from third parties up to the amounts you paid to us.

7.2.3 Report any loss to us immediately: **http://startplatz.eclaims.redion.com**

7.3 You must help us by providing all elements we require to decide if and up to which extent we shall pay.

7.3.1 Support any reasonable investigation of the loss.

7.3.2 You must provide truthful information.

7.3.3 You must provide the required documentation in the original.

## 8. What happens if you do not cooperate in the event of a loss?

If you or the insured person intentionally violates one of the aforementioned obligations, we are exempt from the obligation to settle the claim.
Failing to fulfil your obligations as a consequence of gross negligence will result in us reducing the amount to be paid by the extent of the ensuing damage. However, the cover will prevail if you manage to prove the absence of gross negligence.

## 9. How do I communicate with the insurer, Europ Assistance?

Notifications and declarations of intent can be made by post, fax or e-mail unless otherwise specified. We communicate preferably in German.

## B: SPECIAL PROVISIONS OF THE START POSITION CANCELLATION POLICY

### 1. Which events are insured by this policy?

An insured person is entitled to claim whenever participation at the booked and insured race is not possible due to any of the following events

1.1 an unexpected and serious illness.
1.2 death, serious injuries following an accident, complications of pregnancy or falling pregnant after taking out the insurance policy.
1.3 breaking of prosthesis.
1.4 intolerance to a vaccine.
1.5 loss of employment and subsequent unemployment due to unexpected redundancy. Lack of business or insolvency of the self-employed are not covered by this policy.
1.6 your having been unemployed and taking a new job that entitles you to social security benefits or any activity for which you continue to receive unemployment benefits (E.g. One Euro Jobs). This cover is granted provided you were registered as unemployed at the German Federal Employment Agency at the time of booking the sporting event. Internships, programmes to enhance corporate working conditions, trainings of any kind are not covered by this policy. If you are a student and take a job during your studies or immediately after graduation you do not qualify for this benefit.
1.7 mandatory reduction of working time that results in a shortening of your income by at least one month's worth of your net earnings. This benefit applies only if your employer notifies said reduction to the competent authorities after you have taken out the policy and before the sporting event takes place.
1.8 your changing jobs or the sporting event taking place during your probationary period at a new job. This cover applies for a maximum period of 6 months after you have started a new job and exclusively if you were to know that you are changing jobs only after booking the sporting event.
1.9 substantial damage to your property as a result of fire, water pipe rupture, natural hazards or unlawful entry of your property by third parties (E.g. burglary). Damage to your property as a consequence of the afore-mentioned events is considered to be substantial only if over 50,000.00 € (fifty thousand).
1.10 you are unable to participate at the event and cancel it because you have to retake an exam at school, university, school of applied sciences or college to avoid having to spend more time studying until graduation or because retaking the exam will allow you to graduate. To qualify for this benefit, you must have booked the race before failing the exam and the date to retake it must unexpectedly fall either on the day of the race or within up to 14 days after it.
1.11 You cannot compete for this event and cancel it or make a rebooking because you are unexpectedly called to the basic military service, to a military exercise or civilian service and the appointment cannot be postponed and the cancellation costs are not borne by a sponsor. The insurance does not cover the transfer or posting of temporary or professional soldiers.
1.12 You cannot attend the event following unexpected summons to appear in court, provided said court does not consider the booking to be enough reason to postpone your appearance in court.
1.13 You are late for the race or have to cancel your participation in it because you missed a connection due to delays or cancellation in public transportation. In keeping with this policy are considered as public transportation all land or water vehicles recognized as such by German passenger transport regulations as well as the final leg of a flight starting within Germany. This benefit is subject to the connecting transport also being insured and the delay in public transport being qualified as such in the tariff description.

## 2. Which costs are covered?

Any claim situation qualifies for the following benefits, provided that it is also a benefit as per the tariff description and in keeping with the deadlines included therein.

2.1 Reimbursement of start position fees
We will reimburse the participation fee if you are unable to participate in the race. The participation fee amounts to the sum you paid to participate in the race.

## 3. Which events are not covered?

3.1 Pre-existing conditions
Pre-existing health conditions, i.e. those known at the time of taking out the policy and for which you received treatment in the previous 6 months, are not covered under this policy. This exclusion does not apply to check-ups.

3.2 Psychological reactions
Coverage is excluded for psychological responses to fear of terrorist attacks, flight or bus accidents, civil unrest, acts of war, natural disasters, diseases or epidemics.

## 4. What to do when claiming for cancellation (your obligations)?

4.1 Immediate notification
In order to properly mitigate costs, you must cancel your participation with the organizer and/or the booking agency as soon as you suffer a loss or damage.
4.2 Certificate by a medical doctor
Any reported loss shall be proven by a valid certificate issued by a medical doctor at the time of the cancellation (cancellation date) and shall include a diagnosis as well as the dates of treatment. We reserve the right to submit the documentation for a specialist physician to determine whether you were not fit to participate in the race.
4.3 Claim Documentation
The following additional documents are to be submitted depending on the nature of your claim:

- All booking and cancellation documents in the original
- Original invoices of costs you are claiming for
- In the event of death, a copy of the death certificate
- In case of redundancy a certificate from the former employer as well as a certificate from the German Federal Employment Agency indicating the beginning of your unemployment
- When taking on a job after having been unemployed, a certificate by the new employer stating the date you started working and a certificate from the German Federal Employment Agency stating the end of your unemployment benefits
- When changing jobs, a certificate from both the former and the new employer including proof of your probationary period
- If you are retaking an exam, a certificate from the university / school of applied sciences / College
- In case of military conscription, reporting for military exercises or civilian service, a certificate from the state authority

4.4 Consequences of not fulfilling your obligations
The legal consequences of not fulfilling your obligations are set out in Section A, Point 8.

## Data Protection Information of Redion SA, German Branch

We hereby inform you about the processing of your personal data by Redion SA, German Branch, and about the rights to which you are entitled under data protection law.
Controller responsible for data processing
Redion SA, German Branch
Nördliche Münchner Straße 27A
82031 Grünwald
Telephone: +49 89 / 55 987 0
E-mail address: info.de@redion.com
You can contact our Data Protection Officer at:
datenschutz.de@redion.com

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**Purposes and legal bases of data processing**
We process your personal data on the basis of the data protection provisions of the EU General Data Protection Regulation (GDPR), the German Insurance Contract Act (VVG), the German Federal Data Protection Act (BDSG), and all other applicable laws.
If you apply for insurance cover, we require the information you provide in this context in order to conclude the contract. We process this personal data in order to determine and assess the risk to be assumed by us. If the insurance contract is concluded, we process this data for the performance of the contractual relationship, for example to collect premiums.
We require information about a claim, for example, in order to assess whether an insured event has occurred and the amount of the loss.
The conclusion and performance of the insurance contract is not possible without processing your data. In addition, we require your personal data to prepare insurance-specific statistics, for example for the development of new tariffs or to comply with regulatory requirements. We also use the data to review the entire customer relationship, for example to provide advice regarding a contract adjustment or to provide comprehensive information. The processing of personal data for pre-contractual and contractual purposes is carried out on the basis of Art. 6(1)(b) GDPR.
Where the processing of health data is necessary for handling your benefit claim, we process this data on the basis of your explicit consent (Art. 9(2)(a) GDPR). Further details can be found, where applicable, in the separate declaration of consent in the event of a claim.
We also process your data where this is necessary pursuant to Art. 6(1)(f) GDPR in order to safeguard our legitimate interests or those of third parties. This may particularly be the case for ensuring IT security and IT operations, advertising our own insurance products, and, where applicable, conducting customer satisfaction surveys (NPS) after a service has been provided. For this purpose, we may send you a link to a short questionnaire about your experience to the telephone number or e-mail address used for reporting the case, in order to measure your satisfaction, which we use for quality improvements. Participation is always voluntary. Where applicable, we may also contact you for market and opinion research purposes.
We also process your data to optimise our internal processes. It may also be necessary to request information from other insurers, travel agencies and tour operators, airlines and aviation authorities, sellers of goods whose invoices are submitted in the event of a claim, or to provide corresponding information in response to enquiries, in order to conduct investigations where insurance fraud is suspected.
Where the processing of your data is necessary for the establishment, exercise or defence of legal claims, or against legal claims, we also process your data on the basis of our overriding legitimate interest. This may particularly concern the handling of recourse claims arising from the insurance contract. Where health data must also be processed for this purpose, this is done on the basis of Art. 9(2)(f) GDPR.
In addition, we process your personal data to comply with legal obligations, such as regulatory requirements, criminal law obligations, retention obligations under commercial and tax law, or

our advisory obligations. In such cases, the legal basis for processing is the relevant statutory provisions in conjunction with Art. 6(1)(c) GDPR.
In justified individual cases, we may process data on this legal basis in order to fulfil obligations relating to the prevention of money laundering and terrorist financing, to submit suspicious activity reports to the competent authorities, and to comply with international sanctions regulations.
Where it is necessary in this context to process health data, this is done on the legal basis of Art. 9(2)(f) and (g) GDPR.
If we intend to process your personal data for a purpose not mentioned above, we will inform you in advance.

## Categories of recipients of personal data

**Reinsurers**

We insure risks assumed by us with specialised insurance companies known as reinsurers. For this purpose, it may be necessary to transfer your contract data and, where applicable, claims data to a reinsurer so that the reinsurer can form its own view of the risk or the insured event.
Intermediaries
If you are supported by an intermediary with regard to your insurance contracts, your intermediary processes the application, contract and claims data required for concluding and performing the contract.
Our company also transmits this data to the intermediaries supporting you where they require the information to provide support and advice in your insurance matters.

**External service providers**
We use external service providers in part to fulfil our contractual and legal obligations, particularly in claims handling and assistance services.
Examples include, where relevant in the specific case:

- Claims handlers, in particular other Redion companies, insofar as they are involved in contract conclusion, claims handling and assistance processes
- IT service providers, for example for online claims reporting, fraud detection, investigations and sanctions list screening
- Doctors and clinics
- Medical experts
- Nursing homes and care providers
- Sellers of goods
- Travel agencies and tour operators
- Airlines and aviation authorities
- Service providers and other bodies providing technical, organisational and operational support services
- Booking platforms, for example for travel and accommodation

**Other recipients**
In addition, we may transmit your personal data to other recipients, such as co-insurers, auditors, banks, credit card companies and authorities, in order to comply with statutory notification obligations, for example to tax authorities or law enforcement authorities.

## Data transfer to a third country
In the context of providing services, it may be necessary to transfer your personal data to so-called third countries, i.e. countries outside the European Union (EU) or the European Economic Area (EEA).

Where an adequacy decision by the European Commission exists for the recipient country, the transfer takes place on this basis (Art. 45 GDPR). An up-to-date list of countries with an adequacy decision is available on the European Commission's website.
Where no adequacy decision exists, we transfer your data only if this is permitted under Art. 44–49 GDPR. In these cases, we base the transfer on appropriate safeguards pursuant to Art. 46 GDPR, in particular EU Standard Contractual Clauses, or on derogations pursuant to Art. 49 GDPR, in particular necessity for the performance of the contract (Art. 49(1)(b) GDPR) or the protection of vital interests (Art. 49(1)(f) GDPR).
Where necessary, we take additional technical and organisational measures to ensure an appropriate level of protection for your personal data. You may request a copy of the applicable safeguards from the Data Protection Officer.

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**Automated decision-making**
Automated decision-making in connection with the conclusion of a contract with Redion is not used. Where automated checks and decisions take place in claims handling, you will be informed in advance, including in particular about the options available to request an individual review.

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**Duration of data storage**
We delete your personal data as soon as it is no longer required for the purposes stated above. Personal data may be stored for the period during which claims may be asserted against our company, i.e. for the statutory limitation period of three years or up to thirty years.
In addition, we store your personal data insofar as we are legally obliged to do so. Corresponding documentation and retention obligations arise, among other things, from the German Commercial Code, the German Fiscal Code and the German Money Laundering Act. The resulting retention periods may be up to thirteen years.

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**Rights of data subjects**
You may request **information** about the data stored about you at the address stated above. In addition, you may request **rectification** if we have stored inaccurate data about you.
You also have the right, taking into account the purposes of processing, to request completion of your personal data if we have stored incomplete data. Under certain conditions, you may also request **deletion** of your data. You may further have the right to **restrict the processing of your data** and the right to receive the **data you have provided** in a structured, commonly used and machine-readable format.

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**Right to object**
Where we process your personal data on the basis of our legitimate interests (Art. 6(1)(f) GDPR), you have the right to object at any time, on grounds relating to your particular situation, to the processing of your personal data.
We will then no longer process your personal data unless we can demonstrate compelling legitimate grounds that override your interests, or unless we require the data for the establishment, exercise or defence of legal claims.
**If your personal data is processed for direct marketing purposes, you have the right to object at any time to the processing of personal data concerning you for such marketing purposes; this also applies to profiling insofar as it is related to such direct marketing.**
In the event of such an objection, your personal data will no longer be processed for these purposes.

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**Right of withdrawal**

Where the processing of your personal data is based on your consent (Art. 6(1)(a) GDPR), you have the right to withdraw your consent at any time with effect for the future.

**Right to lodge a complaint**
If you believe that the processing of your personal data infringes your rights, you may contact our Data Protection Officer at datenschutz.de@redion.com. You also have the right to lodge a complaint at any time with a competent data protection supervisory authority.
The data protection supervisory authority responsible for us is:

Bayerisches Landesamt für Datenschutzaufsicht
Promenade 18
91522 Ansbach

**Important information when filing a claim**

If you need to make a claim under your start position cancellation policy, please be aware of the following:

You are required to submit the following documentation in all cases:

1. A copy of the confirmation of the booking from the organizer
2. A copy of the de-registration for the sporting event
3. A copy of your insurance certificate
4. To receive settlement in case you have a valid claim, please provide the bank details of the payee (for international bank transfers we need the IBAN Number and the BIC-Code)
5. The documentation mentioned under 4.3.

To keep costs reasonable, it is mandatory to cancel your participation to the race with the organizer as soon as possible. Higher cancellation fees resulting from a late notification because you expected to recover or to heal will not be settled.

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