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# Insurance covering the cancellation of participation in a race

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Insurance Product Information Document  
Brief Overview of the Processing of Personal Data  
Insurance Information  
Insurance Contract  
Insurance Terms and Conditions

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# Insurance covering the cancellation of participation in a race

## Insurance Product Information Document

### Company:

Generali Česká pojišťovna a.s.

Czech Republic

### Product:

Group insurance covering the cancellation of participation in a race

This document provides only a brief overview of the essential characteristics of this insurance. You can find full pre-contractual and contractual information about the product in other documents, in particular in the Insurance Information (pre-contractual information), the Insurance Terms and Conditions, and in the Group Insurance Contract No. 19100984/2018 (hereinafter referred to as the „Insurance Contract“) concluded between Generali Česká pojišťovna a.s. (hereinafter referred to as the „Insurance Company“) as an insurer, and Prague International Marathon, spol. s r.o. (hereinafter referred to as the „PIM“) as a policyholder. The specific scope of insurance is indicated in the Insurance Contract.

### What type of insurance is provided?

Insurance covering the cancellation of participation in a race provides insurance protection in cases where the insured is unable to participate in the race due to the reasons listed in the Insurance Terms and Conditions. Those interested in insurance will only be treated as insured persons and will not become parties to the Insurance Contract.



#### What is the subject of the insurance?

✓ **financial loss - forfeiture of the race registration fee in the event of non-participation in the race due to:**

- acute illness or injury
- hospitalisation
- pregnancy
- death
- extensive property damage
- delay in public transport
- a traffic accident
- loss of employment

The full insurance coverage is specified in the Insurance Contract and in the Insurance Terms and Conditions.



#### What is not covered by the insurance?

##### Selected exclusions from insurance:

- ✗ damage caused in connection with an illness or injury which occurred before the start of the insurance
- ✗ damage caused in connection with an illness or injury which occurred in relation to the use of addictive substances
- ✗ damage caused in connection with attempted suicide or intentional damage to health
- ✗ damage caused in connection with disorderly conduct or criminal activity
- ✗ damage caused in connection with COVID-19 or with ordered quarantine related to COVID-19
- ✗ damage caused in connection with a binding measure or a regulation of a state or public authority
- ✗ the insurance does not cover and the insurance does not give rise to the right to any benefit or claim in connection with the application of international sanctions

The full extent of the exclusions is set out in the Insurance Terms and Conditions.



#### Are there any limitations in the insurance cover?

! 10 % of the race registration fee is deductible

Further limitations are set out in the Insurance Contract and in the Insurance Terms and Conditions.



#### Where is the insurance coverage valid?

✓ The territorial validity is unlimited



## What obligations do I have?

In particular, the Insured has the following obligations:

- To pay the insurance fee to the PIM
- To notify the Insurance Company of the occurrence of the insurance event within the period specified in Insurance Terms and Conditions
- To provide assistance and submit documents necessary for the investigation of the insurance event

In particular, the PIM is obliged to inform each Insured on the contents of the Insurance Contract and on the methods how the insured persons' personal data is processed, as well as to pay the premium.

Other obligations are set out in the Insurance Terms and Conditions and in the Insurance Contract.



## When and where do I make payment?

The Insured will pay a fee for the insurance to the PIM.

Premiums are paid to the Insurance Company by the PIM. The method and frequency of payment of premiums are specified in the Insurance Contract.



## When does insurance coverage start and end?

Individual insurance is arranged for a definite period

The start of individual insurance begins on the day when the insurance fee was paid

Individual insurance ends when the race starts or in the event of death of the insured



## How can I terminate the contract?

The Insurance Contract is concluded between the Insurance Company and the PIM. Therefore, this Insurance Contract may be terminated by either of the contracting parties. The Insured is not a party to the Insurance Contract, and for this reason cannot change or terminate it.

# Brief overview of the processing of personal data when arranging and changing insurance

In this document, we would like to briefly introduce you to how we handle your personal data when arranging and changing insurance. Details are available at [www.generaliceska.cz](http://www.generaliceska.cz) in the Personal Data section, or we will be happy to disclose them upon request at all of our points of sale.

## Who is the controller of your data?

The controller of your personal data is Generali Česká pojišťovna a.s., Company ID No. 45272956, registered office at Spálená 75/16, Nové Město, 110 00 Prague 1.

## Why do we process your personal data and what is our entitlement to do so?

### ■ Preparation and conclusion of the contract

The provision of data is entirely voluntary. However, if you do not provide us with the data needed to arrange the insurance, we cannot prepare an insurance offer or conclude an Insurance Contract (or amendment) with you. For these reasons, we need some identification data, namely your name, surname, personal number (date of birth) and home address. In the case of natural persons engaged in business, we also need the identification number, if assigned.

We may also ask you to provide other necessary data depending on the nature of your chosen product. Examples: data about insured property or relations, occupation, income, risky behaviour, sports you partake in, and investment knowledge and experience.

### ■ To perform the contract

We must also process your personal data for the proper administration of Insurance Contracts, including changes to them, the settlement of insured claims, the provision of assistance services and our communication with each other. We also process other data depending on what products you use and what personal data you have communicated to us or that we have ascertained, for example during the settlement of an insured claim.

### ■ To meet legal obligations

Some legal regulations directly oblige us to process your personal data and to pass on selected data to other parties. These are, in particular, regulations governing the distribution of insurance, the insurance sector, and measures against money laundering and terrorist financing. We are also obliged to cooperate with courts, law enforcement authorities, tax administrators, the Czech National Bank as the supervisory authority, executors, etc.

### ■ To protect our legitimate interests or those of a third party

We process personal data for the following legitimate interests:

- risk evaluation and management,
- quality management of provided services and customer relations,
- preparation of a non-binding offer or calculation of insurance premiums, if a contract is not concluded afterwards.
- preparation, conclusion and fulfilment of contracts in your favor,
- reinsurance and co-insurance,
- internal administrative purposes (e.g. internal records, reporting),
- to protect our legal claims (e.g. during recovery of owed insurance premiums or other receivables, and within court proceedings or proceedings before the authorities for out-of-court resolution of disputes, before the Czech National Bank or other public authorities),
- the prevention and detection of insurance fraud and other illegal conduct (e.g. use of the REPI payment information register),
- direct marketing,
- in determining, executing or defending legal claims (if a document is signed with a biometric signature we process the biometric characteristics of the signature so that we can prove, in the event of a dispute, that the expression of will confirmed through your signature was really made by you, and thus provide you with a higher level of protection against any potential misuse of your personal data.

## Which data do we process about you?

We process the following personal data:

- your **identification and contact details** (your e-mail address and telephone number are not mandatory data unless the insurance is arranged online or remotely, but if you provide them to us our communication will be faster and more efficient),
- **sociodemographic data** (e.g., age, job),
- **data from our mutual communication**,
- **data about the products and services used**,
- **information about solvency, financial standings and credibility**,
- **payment data** (e.g., data about paid or outstanding premiums, account number, etc.),
- **biometric data** contained in the biometric signature,
- other **specific data** needed to establish the agreed product.

## Is any decision-making automated?

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Yes, we sometimes use automated decision-making, including profiling.

Automated decision-making is a process by which we reach a decision exclusively without the involvement of people. It is often used when you communicate with us on line. We mainly use it when drawing up an insurance offer and during the on-line arrangement of Insurance Contracts. Our on-line arrangement software assesses the conditions under which we will insure you based on the data you enter and other available information. It also calculates the premium and/or the sum insured.

These processes can accelerate and simplify the arrangement and administration of insurance and generally improve our services.

**If you do not want us to process your personal data when arranging insurance in this way**, instead of on-line arrangement you can visit our sales points where we will be happy to discuss the insurance conditions with you in person.

### Can I request assessment by a person?

Yes, if automated decision-making, including profiling, has been used, you can ask for it to be assessed by a person.

## To whom do we transfer your personal data?

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**In justified cases and strictly in the necessary scope, we provide your personal data to the following categories of recipients:**

- our reinsurers and co-insurers,
- other insurance companies for the purpose of preventing and detecting insurance fraud and other illegal conduct,
- our contractual partners, e.g. other Generali Group companies as part of outsourcing, distributors, assistance service providers, independent claims adjusters, physicians, experts, contractual service providers, postal service providers, call centres, lawyers,
- other entities, if legislation obliges us to transfer the data or it is necessary to protect our legitimate interests (e.g. courts, executors, the Police of the Czech Republic, the Czech Insurers' Bureau),
- in limited scope to the shareholder within the framework of reporting.

### Do we transfer personal data abroad?

In justified cases and only to the extent strictly necessary, we may also transfer your personal data abroad, both within the European Union and outside it. This may also apply to data about your health.

## How long will your data be stored?

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### We discussed an insurance offer, but no insurance was arranged?

We will keep your personal data until the end of the second calendar year after our last communication. We will also process them for the duration of the statute of limitations, during which time it is possible to exercise any claim arising from this.

### Have we arranged insurance?

We will process your personal data for the duration of the Insurance Contract and also for the duration of litigation and other proceedings. After the termination of a contract, litigation or other proceedings, we will keep your personal data for the duration of the statute of limitations, during which time it is possible to exercise any claim arising from the terminated contract. We will keep the data for a maximum of 15 years and for a further period of 1 year after the expiry of the statute of limitations relating to any claim taking into account the protection of our legal claims. In addition, we will also process your personal data in the event of continued or repeated financial performance from a concluded contract (e.g. when paying insurance indemnity in the form of an annuity).

If legislation places such an obligation on us, we will archive documents that include your data for the statutory period.

## What are your rights in relation to the processing of personal data?

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You have **the right to access** the personal data we process about you, **the right to correct** inaccurate or incomplete data, and **the right to file a complaint** with the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, [www.uoou.cz](http://www.uoou.cz). Under certain conditions, you also have **the right to the erasure** of personal data concerning you or **to restrict** their processing, and **to the portability** of your data. You have the right to object at any time, free of charge, to the processing of your personal data by us on the grounds of our legitimate interests, including profiling, or for direct marketing purposes. You also have **the right to review an automated decision** that has substantial consequences for you.

## How can you contact our Data Protection Officer?

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You may contact our Data Protection Officer with your requests, inquiries or complaints at the address: Generali Česká pojišťovna a.s., Na Pankráci 1720/123, Prague 4, 140 00, [dpo@generaliceska.cz](mailto:dpo@generaliceska.cz).

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# Information About The Insurance



arranged by contract no. 19100984/2018  
for group insurance covering the cancellation of participation in a race

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## 1. Information about the Insurance Company

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**Generali Česká pojišťovna a.s.** (hereinafter referred to only as the “Insurance Company”), Spálená 75/16, Nové Město, 110 00 Prague 1, Czech Republic, Company ID no. 452 72 956, performing insurance activity and related activities, entered in the Commercial Register maintained by the Municipal Court in Prague, file no. B 1464. Client service: +420 241 114 114. Contact form: <https://en.generaliceska.cz/contact-us>. Data box: v93dkf5. Up-to-date contact details may be found at [www.generaliceska.cz](http://www.generaliceska.cz).

Any complaints may be sent in writing directly to the address of the Insurance Company. Complaints may also be sent to the Czech National Bank. The authority for out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) or the Office of Ombudsman of the Czech Insurance Association ([www.ombudsmancap.cz](http://www.ombudsmancap.cz)).

The Insurance Company draws up a solvency and financial condition report, which is available at [www.generaliceska.cz](http://www.generaliceska.cz).

The respective courts in the Czech Republic are also specified for the resolution of any possible judicial disputes. In the case of insurance arranged online, consumers may also use the online platform at <http://ec.europa.eu/consumers/odr/> to resolve consumer disputes.

## 2. Legislation governing the insurance

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Insurance is governed by Act No. 89/2012 Coll., Civil Code, as amended, other legislation of the Czech Republic, Insurance Contract No. 19100984/2018 for group insurance covering the cancellation of participation in a race concluded by and between Prague International Marathon, spol. s r.o. in its capacity as the policyholder and the Insurance Company in its capacity as the insurer (hereinafter referred to only as the “Insurance Contract”) and the Special Insurance Terms and Conditions for group insurance covering the cancellation of participation in a race 15/2018 (SITC-RCZS), hereinafter referred to only as the “Insurance Terms and Conditions”.

The above-mentioned documents are published together with the Information about the insurance at [www.runczech.com](http://www.runczech.com).

By arranging insurance, the party interested in insurance becomes the Insured; he/she is not, however, a party to the Insurance Contract. He/she may not thus change or give notice of termination of the Insurance Contract.

Insurance is arranged at the same time as registration for a race. It is possible to register for a race without insurance. Insurance may not be arranged separately.

The Insurance Contract is governed by the laws of the Czech Republic. The Insurance Contract is concluded in Czech. Czech and Slovak may be used for communication with the Insurance Company (in particular, during investigation of insured events). Insurance is arranged without any remuneration for arrangement of the Insurance.

## 3. Subject of the insurance

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Insurance is arranged for the event that the Insured is unable to participate in a race due to acute illness or injury, hospitalisation, pregnancy, extensive property damage, delay in public transport (e.g., train, bus, plane), traffic accident, loss of employment or death.

If an insured event occurs, the Insurance Company shall pay out the insurance benefit corresponding to the cost of the race registration fee less the 10% deductible amount.

The territorial validity of the insurance is unlimited.

## 4. Conditions of eligibility for acceptance of the insurance

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Insurance may be arranged for parties interested in insurance while registering for a race if they have reached the age of 12, agreed to the registration for insurance, paid the race registration fee including the insurance fee and have been familiarised with the content of the Insurance Contract and Insurance Terms and Conditions.

## 5. Start and end of insurance

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Insurance is arranged for a definite period. Insurance starts on the day when the insurance fee was paid and ends when the race starts or the Insured dies.

## 6. Definition of insured events

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The insured event is financial loss – forfeit of the race registration fee due to non-participation in a race due to:

- a** acute illness or injury of the Insured or family member,
- b** hospitalisation of a family member or essential care by the Insured for an ill or injured family member,
- c** pregnancy of the Insured discovered after payment of the race registration fee,
- d** death of the Insured or family member,
- e** extensive damage to the property of the Insured or a family member which occurred 48 hours or less before the race as a result of a natural disaster, natural forces or a criminal act committed by a third party,
- f** delay in public transport which the Insured used to travel to the race (train, bus or plane),
- g** a traffic accident which the Insured was directly involved in and which occurred 48 hours or less before the race,
- h** loss of employment by the Insured for reasons independent of his/her will 30 days or less before the race.

## 7. How to report an insured event

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An insured event may be reported to the Insurance Company:

- by telephone on Client service +420 241 114 114,
- electronically via the online form at [www.generaliceska.cz](http://www.generaliceska.cz),
- in writing to Generali Česká pojišťovna a.s., P. O. BOX 305, 359 05 Brno, Czech Republic.

The insured event must be reported without unnecessary delay after the end of the race and supported using the completed Notification of an Insured Event form with a truthful explanation of the event, and:

- in the event of illness and injury, confirmation by the attending physician issued up to the date of the race and medical documentation justifying the need for the Insured to not participate in the race,
- in the event of death, a death certificate,
- in the event of property damage, documents proving the effects of the natural forces, including photo documentation,
- in the event of delay in public transport, confirmation by the transport company,
- in the event of a traffic accident, a police report,
- in the event of loss of employment, the notice of termination or the agreement on termination of employment or immediate termination of employment.

## 8. Exclusions from insurance

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The Insurance Company shall not pay out the insurance benefit in the event of financial loss – forfeit of the race registration fee relating to:

- a** illness or injury which occurred before the start of insurance,
- b** illness or injury which occurred in relation to the use or application of addictive substances (e.g., alcohol),
- c** attempted suicide or intentional damage to health,
- d** disorderly conduct by the Insured or in connection with criminal activity of which he/she was found guilty by a court,
- e** war, civil war, civil unrest or a terrorist attack,
- f** COVID-19 disease or ordered quarantine related to COVID-19 disease,
- g** illness which caused the pandemic to be declared by the competent international authority as of the date of the financial loss,
- h** in connection with a binding measure or a regulation of a state or public authority.

The insurance does not cover and the insurance does not give rise to a right to any benefit or claim if this would put the Insurance Company in conflict:

- a** with sanctions, prohibitions or restrictions imposed by the UN resolutions; or
- b** with commercial, economic or financial sanctions imposed by the laws or regulations of the Czech Republic, the European Union, the United States of America (USA) or other relevant local jurisdictions.

For more information, including links to the lists of sanctioned countries or persons, please visit [www.generaliceska.cz/sankce-zemi-osob](http://www.generaliceska.cz/sankce-zemi-osob).

## 9. Insurance fee and tax

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The insurance fee which is paid to Prague International Marathon, spol. s r.o. (to the policyholder) amounts to 12% of the race registration fee, a minimum of CZK 80. The initial age, sex and health of the Insured has no impact on this amount. Insurance is governed by the Act on Income Tax, as amended. The insurance benefit is tax exempt.



## 10. Payments ensuing from the Insurance Contract outside the scope of the premium

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No fees for operations and services relating to the insurance shall be required by the Insurance Company outside the scope of the insurance fee.

## 11. Consequences of breach of obligations arising from the Insurance Contract

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In the event of breach of contractual and/or legal obligations, the Insurance Company may reduce or refuse to provide the insurance benefit according to the specific circumstances.

# Insurance Contract no. 19100984/2018

for group insurance covering the cancellation of participation in a race

as amended and effective from 21. 12. 2019

## Contracting Parties:

### Insurer

#### **Generali Česká pojišťovna a.s.**

With Registered Office at Spálená 75/16, Nové Město, 110 00 Prague 1

Company ID Number: 452 72 956

Entered in the Commercial Register maintained by the Municipal Court in Prague, file no. B 1464

Represented by **Ing. Karel Bláha**, Member of the Board of Directors, **Ing. Pavol Pitoňák, MBA**, Member of the Board of Directors (hereinafter also referred to only as the “Insurance Company”)

and

### Policyholder

#### **Prague International Marathon, spol. s r.o.**

With Registered Office at Františka Křížka 461/11, Holešovice, 170 00 Prague 7

Company ID Number: 636 73 738

Entered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 36777

Represented by **Carlo Capalbo**, Executive Director (hereinafter referred to only as “PIM”)

conclude this contract in accordance with the provisions of Section 2827 Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to only as the “Civil Code”):

**Insurance contract for group insurance (hereinafter referred to only as the “Insurance Contract”):**

## Article 1 – Roles of the Contracting Parties

1. **Generali Česká pojišťovna a.s.** is an insurance company within the meaning of Act No. 277/2009 Coll., on Insurance, as amended, and performs insurance and other activity in the scope of the permit granted for commercial activity.
2. **Prague International Marathon, spol. s r.o.** is a company which organises sporting and cultural events.
3. The Contracting Parties to the Insurance Contract hereby declare their interest in the provision of insurance coverage to persons – participants in sporting events, i.e., competitors registered for a race under the RunCzech brand.
4. The Insurance Company shall determine the insurance terms and conditions and the level of the premium, take receipt of the premium from PIM, administer the insurance and pay out the insurance benefit.

## Article 2 – Subject of the Insurance Contract

1. The Insurance Contract is concluded for the insured risk of third parties different from the policyholder within the meaning of the provisions of Section 2767 of the Civil Code. The Insurance Contract regulates the conditions for insurance of natural persons – competitors registered for a RunCzech race.
2. The Insurance Contract regulates the rights and obligations of the Contracting Parties during the creation and administration of group insurance covering the cancellation of participation in a race and during the investigation and settlement of insured events.
3. The mutual rights and obligations of the Contracting Parties shall be governed by the Insurance Contract and the Special Insurance Terms and Conditions for group insurance covering the cancellation of participation in a race 15/2018 (SITC-RCZS) which constitute an integral part of the Insurance Contract and which constitute Annex No. 1. This contractual relationship shall also be governed by the Civil Code and other generally binding regulations.

4. By means of the Insurance Contract, the Insurance Company undertakes to provide the beneficiary insurance coverage consisting in the provision of the insurance benefit in the event of an insured event, and PIM undertakes to pay the Insurance Company the agreed premium.
5. The Contracting Parties hereby arrange, within the meaning of the provisions of Section 2767 of the Civil Code, the period in which the policyholder shall prove to the insurer the consent of the Insured to the insurance. The Contracting Parties have agreed that PIM shall prove the consent of the Insured to the insurance within 14 days of the date of delivery of the call to do so by the Insurance Company.

## Article 3 – What the insurance includes

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Group insurance covering the cancellation of participation in a race (hereinafter referred to only as the “Insurance”) is arranged for the event of financial loss suffered by the insured in relation to forfeit of the race registration fee due to non-participation in a race for the reasons specified in Art. 4.

## Article 4 – Reasons for the occurrence an insured event

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The Insurance Contract includes the following causes for the occurrence of an insured event:

- a acute illness or injury,
- b hospitalisation,
- c pregnancy,
- d death,
- e property damage,
- f delay in public transport,
- g traffic accident,
- h loss of employment.

## Article 5 – Level of the sum insured

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The sum insured corresponds to the cost of the race registration fee, or a proportionate part thereof in the event of a team race, less the deductible amount of 10% of the cost of the race registration fee. If the race registration fee was paid in EUR, the insurance benefit shall be paid out using the exchange rate of the Czech National Bank valid on the first working day of the month following the month in which the race registration fee was paid and rounded to two decimal places.

## Article 6 – Who may be insured

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1. Only natural persons – competitors registered for a race under the RunCzech brand may be insured under the Insurance Contract, and who:
  - a expressed an interest in registration for Insurance when registering for a race,
  - b were familiarised with the content of the Insurance Contract, including the SITC-RCZS by PIM,
  - c also met all of the conditions determined for acceptance into Insurance specified in Art. 3 para. 1 SITC-RCZS,
  - d granted consent to the Insurance Company in the scope of the Declaration of the Insured in the Registration for insurance, a specimen of which constitutes Annex No. 2,
  - e were familiarised with the Insurance Information, which constitutes Annex No. 3,
  - f were familiarised with the information in the Insurance Product Information Document (IPID), which constitutes Annex No. 4,
  - g were familiarised with the Brief Overview of the Processing of Personal Data, which constitutes Annex No. 5, all expressed by confirmation of the Registration for insurance,
  - h were included by PIM in the list of insured parties within the meaning of Art. 7 for whom PIM pays the premium, and
  - i were accepted for Insurance by the Insurance Company (hereinafter referred to only as the “Insured” or the “Insured Party”).
2. Insurance is arranged online and at the same time as registration for a race under the RunCzech brand.

## Article 7 – How PIM pays the premium to the Insurance Company

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1. The Insurance Company and PIM have agreed on a single premium for one Insurance in the amount of **12%** of the cost of the race registration fee, a minimum of **CZK 80**. The premium shall be rounded to two decimal places. A race registration fee paid in EUR shall always be converted using the exchange rate of the Czech National Bank valid on the first day of the month following payment of the premium for the individual Insurance.
2. The level of the single premium is determined regardless of the initial age, sex and health of the Insured.
3. PIM shall send the Insurance Company a list of persons registered for the Insurance in the previous month and the premium for all Insured Parties in the previous month subject to the conditions determined in a separate contract.

## Article 8 – Rights and obligations of the Insurance Company and PIM

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1. Apart from the rights and obligations arising from the Civil Code and the SITC-RCZS, the Contracting Parties have other obligations specified herein.
2. **The Insurance Company:**
  - a shall provide PIM the cooperation necessary to perform the subject of the Insurance Contract,
  - b shall notify PIM of facts leading to termination of the Insurance,
  - c shall provide the insurance benefit after having received all materials necessary to determine the scope of its obligation to provide performance.
3. **PIM:**
  - a shall ensure identification of the Insured Parties in the following scope: name and surname, date of birth, address, e-mail, telephone number,
  - b shall notify the Insurance Company without unnecessary delay of any facts on whose basis the Insurance is created or terminated,
  - c shall provide the Insurance Company a list of Insured Parties in the structure determined in the separate contract,
  - d shall pay the premium.

## Article 9 – Protection of confidential information and personal data

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1. PIM declares that it was informed the personal data of the Insured Parties will be processed and of the fact that details relating to personal data will be available at [www.generaliceska.cz](http://www.generaliceska.cz) in the Personal data section. PIM also undertakes to inform the individual Insured Parties in this scope. Furthermore, it undertakes to inform the Insurance Company without delay of any changes to personal data.
2. The conditions for processing personal data under the Insurance Contract are regulated in a separate contract.

## Article 10 – Final provisions

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1. The Insurance Contract becomes effective on **1. 9. 2018** and is concluded for an indefinite period with a three-month notice period.
2. The effect of the Insurance Contract may also be terminated on the basis of agreement between the Contracting Parties.
3. Notice of termination of the Insurance Contract and agreement on the termination of effect of the Insurance Contract must be drawn up in writing and apart from specifying the moment of termination of the Insurance Contract must also include the method of settlement of the obligations of the Contracting Parties arising from the contractual relationship.
4. Termination of effect of the Insurance Contract shall lead to termination of the right of PIM to register further parties interested in the Insurance.
5. Termination of effect of the Insurance Contract shall not lead to termination of the rights and obligations of the Contracting Parties arising from the Insurance arranged up to the moment of termination of effect of the Insurance Contract. These rights and obligations shall persist and be governed by this Insurance Contract and SITC-RCZS and shall be terminated in the manner defined in SITC-RCZS.
6. If PIM is dissolved without a legal successor, the Insured shall not take its place.
7. Appendices to the Insurance Contract shall constitute an integral part thereof.
8. The Insurance Contract may only be altered or supplemented in the form of written amendments to the Insurance Contract numbered in ascending consecutive order accepted on the basis of consent by the Contracting Parties.
9. The Insurance Contract is executed in two counterparts, of which PIM and the Insurance Company shall each receive one.

# SPECIAL INSURANCE TERMS AND CONDITIONS FOR GROUP INSURANCE COVERING THE CANCELLATION OF PARTICIPATION IN A RACE 15/2018 (SITC-RCZS) as amended and effective from 1. 4. 2022

The group insurance covering the cancellation of participation in a race shall be governed by the Insurance Contract, these Special Insurance Terms and Conditions (hereinafter referred to only as "SITC"), Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to only as the "Civil Code") and other, generally binding legislation of the Czech Republic. It is possible to deviate from the provisions of the SITC in the Insurance Contract.

## Article 1 Glossary

The following terms are used in the SITC and the Insurance Contract:

**Insurance Company** – Generali Česká pojišťovna a.s. (insurer),

**PIM** – Prague International Marathon, spol. s r.o. (policyholder),

**RunCzech** – the brand name of running races co-organised by Prague International Marathon, spol. s r.o., Tempo Team Prague s.r.o. and Juniorský Maratonský klub, z.s.,

**race** – a race organised under the RunCzech brand,

**race registration fee** – the registration fee for a race,

**Insurance Contract** – the Insurance Contract for group insurance covering the cancellation of participation in a race concluded by and between PIM as the policyholder and the Insurance Company as the insurer,

**insured** – a natural person registered for a race,

**beneficiary** – the party for whom entitlement to the insurance benefit is created as a result of an insured event; the beneficiary is the Insured, except in the event of the death of the Insured, when beneficiaries are determined in accordance with the provisions of Section 2831 Civil Code,

**family member** – husband/wife, partner living in a common household with the Insured, parents and children of the Insured,

**insured event** – a random event as a result of which the Insurance Company provides the insurance benefit as defined in the SITC and which occurred over the period of the Insurance,

**accident/injury** – the unexpected and sudden effect of external forces or the body's own force independently of the Insured's will which causes damage to the Insured's physical health,

**diagnosis** – an illness or injury according to the international classification of diseases (ICD)

## Article 2 Subject of the insurance

- 1 Group insurance covering the cancellation of participation in a race (hereinafter referred to only as the "Insurance") is arranged as a fixed sum insurance and is included in the subsection of financial loss insurance in the Civil Code.
- 2 The Insurance relates to the group of Insured Parties defined in the Insurance Contract and the SITC.
- 3 Insurance is arranged for the event when the Insured cannot participate in a race for the reasons specified in Art. 4.

## Article 3 Conditions of acceptance of insurance

- 1 Insurance may be arranged for a party interested in insurance while registering for a race with PIM if:
  - a he/she has reached the age of 12,
  - b he/she has agreed to registration for insurance,
  - c he/she has paid the race registration fee and the insurance fee,
  - d he/she has been familiarised and demonstrably consents to the content of the Insurance Contract and the SITC.
- 2 The Insurance Company shall decide whether insurance is accepted on the basis of fulfilling the conditions of acceptance for insurance.

## Article 4 Definition of insured events

The insured event is the financial loss – forfeit of the race registration fee due to non-participation in a race due to:

- a acute illness or injury of the Insured or family member,
- b hospitalisation of a family member or essential care by the Insured for an ill or injured family member,
- c pregnancy of the Insured discovered after payment of the race registration fee,
- d death of the Insured or family member,

- e extensive damage to the property of the Insured or family member incurred 48 hours or less before the race as a result of natural disaster, natural forces or a criminal act committed by a third party, if it can be proven that the presence of the Insured was necessary on the day of the race in order to reduce the scope of damage or determine the level of damage,
- f delay in public transport which the Insured used to travel to the race (e.g., train, bus or plane),
- g a traffic accident which the Insured was directly involved in and which occurred 48 hours or less before the race,
- h loss of employment by the Insured for reasons independent of his/her will 30 days or less before the race;  
loss of employment shall be understood to mean:
  - termination of employment by means of notice of termination given by the employer or by means of agreement on termination of employment on organisational grounds due to redundancy or for health reasons (if the employee has lost the capability to perform his/her current job in view of his/her health based on a medical opinion issued by the occupational healthcare services provider or the decision of the competent administrative authority reviewing the report), or
  - immediate termination of employment by the Insured, when the Insured (based on a medical opinion issued by the occupational healthcare services provider or the decision of the competent administrative authority reviewing the report) is no longer able to perform work without serious risk to his/her health and the employer did not allow him/her to perform other suitable work, or the employer did not pay the Insured his/her salary or wage within 15 days of expiry of the due payment date.

## Article 5 Cases which the insurance does not cover (arranged exclusions)

- 1 The Insurance Company shall not pay out the insurance benefit in the event of financial loss – forfeit of the race registration fee relating to:
  - a illness or injury which occurred, or which according to the opinion of the doctor determined by the Insurance Company, must have occurred before the start of the insurance,
  - b illness or injury which occurred in relation to the use or application of addictive substances (e.g., alcohol),
  - c attempted suicide or intentional damage to health,
  - d disorderly conduct by the Insured or in connection with criminal activity of which he/she was found guilty by a court,
  - e war, civil war, civil unrest or a terrorist attack.
  - f COVID-19 disease or ordered quarantine related to COVID-19 disease,
  - g illness which caused the pandemic to be declared by the competent international authority as of the date of the financial loss,
  - h in connection with a binding measure or a regulation of a state or public authority.
- 2 The insurance does not cover and the insurance does not give rise to a right to any benefit or claim if this would put the Insurance Company in conflict:
  - a with sanctions, prohibitions or restrictions imposed by the UN resolutions; or
  - b with commercial, economic or financial sanctions imposed by the laws or regulations of the Czech Republic, the European Union, the United States of America (USA) or other relevant local jurisdictions.For more information, including links to the lists of sanctioned countries or persons, please visit [www.generaliceska.cz/sankce-zemi-osob](http://www.generaliceska.cz/sankce-zemi-osob).

## Article 6 How to report an insured event

- 1 The beneficiary shall notify the Insurance Company of an insured event without unnecessary delay after the end of the race and provide the following:
  - a a completed Notification of an Insured Event form,
  - b truthful explanation of the event and other documents which the Insurance Company requests.
- 2 The beneficiary shall also present the following in the following cases:
  - a in the event of illness and injury, confirmation by the attending physician issued up to the date of the race and medical documentation justifying the need for the Insured to not participate in the race,
  - b in the event of death, a death certificate,
  - c in the event of property damage, documents proving the effects of the natural forces, including photo documentation,

- d in the event of delay in public transport, confirmation by the transport company,
- e in the event of a traffic accident, a police report,
- f in the event of loss of employment, the notice of termination or the agreement on termination of employment or immediate termination of employment.

#### Article 7 Insurance benefit to which entitlement is created

If an insured event occurs, the Insurance Company shall pay the insurance benefit corresponding to the cost of the race registration fee, or a proportionate part thereof in the event of a team race, less the deductible amount of 10% of the cost of the race registration fee.

#### Article 8 Other rules applicable in the case of an insured event

- 1 The beneficiary shall provide the Insurance Company the necessary cooperation while investigating an insured event.
- 2 The Insurance Company may verify the submitted documents, arrange consultation regarding the information obtained or have it professionally assessed, and it may require expert opinions.
- 3 Documents, in particular medical documentation, issued by the Insured or his/her family member (e.g., husband, parent, child) are not sufficient to corroborate an insured event.
- 4 The Insurance Company shall not be deemed to be in delay in providing the insurance benefit for an insured event for the period over which the beneficiary is in delay with fulfilling his/her obligations.
- 5 Documents shall be submitted by the beneficiary in Czech and shall be retained by the Insurance Company.
- 6 Documents proving the creation of an insured event must be drawn up in accordance with Czech law. The Insurance Company shall acknowledge that documents which are drawn up in accordance with foreign law and in a foreign language are fit to prove the creation of an insured event if their content indisputably shows that the insured event occurred. The Insured shall, at his/her own cost, ensure an officially certified translation of such documents into Czech; the Insured shall not be obliged to do so if documents are drawn up in Slovak or English.

#### Article 9 Procedure for payment of the insurance benefit

- 1 The insurance benefit shall be paid following receipt of the documents necessary to ascertain the existence and extent of the Insurance Company's liability to provide performance, no sooner than, however, the end of the race.
- 2 The Insurance Company shall provide the beneficiary the insurance benefit in cash, payable in Czech crowns.

- 3 If the race registration fee was paid in EUR, the insurance benefit shall be paid out using the exchange rate of the Czech National Bank valid on the first working day of the month following the month in which the race registration fee was paid.
- 4 The beneficiary may not assign a receivable for the insurance benefit without the consent of the Insurance Company.

#### Article 10 Details about the start and end of the insurance

- 1 The insurance starts on the day on which the Insured paid the insurance fee.
- 2 Insurance shall be terminated on the basis of actions by the Insured, the Insurance Company or PIM performed in compliance with the Civil Code and on the basis of these further actions and facts:
  - a at the moment the race starts,
  - b on the date of death of the Insured.

#### Article 11 Period for which the insurance is arranged

Insurance is arranged for a definite period starting on the day of payment of the insurance fee and ending at the moment the race starts, unless insurance is terminated earlier in accordance with Art. 10 para. 2.

#### Article 12 Notification of other facts to the Insurance Company and method of doing so

- 1 The beneficiary shall notify the Insurance Company or PIM of any change to facts causing termination of the insurance.
- 2 The beneficiary shall communicate with the Insurance Company:
  - a in writing to Generali Česká pojišťovna a.s., P. O. BOX 305, 659 05 Brno, Czech Republic or
  - b otherwise:
    - by telephone on Client service **+420 241 114 114**,
    - electronically via the online form at [www.generaliceska.cz](http://www.generaliceska.cz).
- 3 A non-written notice shall be deemed to have been given if the Insurance Company confirms receipt of the notice in writing or begins acting in accordance therewith.
- 4 The Insurance Company shall communicate with the Insured in writing via the holder of a postal licence or electronically via the e-mail address of the Insured.

#### Article 13 Information about resolution of disputes

The authority for out-of-court settlement of consumer disputes arising from insurance contracts in the case of non-life insurance is the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) or the Office of Ombudsman of the Czech Insurance Association ([www.ombudsmancap.cz](http://www.ombudsmancap.cz)).