INFORMATION FOR THE INSURED

**RELATED TO CONDITIONS OF INSURANCE OF A FINANCIAL LOSS CAUSED BY FORFEITURE OF REGISTRATION FEE IN CASE OF NON-PARTICIPATION IN THE RUN**

Organized by Prague International Marathon, spol. s r.o.

The insurance is concluded based on the Insurance Policy No. *8068272210*

*b*etween

Prague International Marathon, spol. s r.o., registered office: Františka Křížka 461/11, Holešovice

170 00 Praha 7, ID No.: 63673738 recorded in the Commercial Register kept by the Metropolitan Court in Prague, section C, insert 36777 (hereafter to only as “*the policyholde*r“)

and

ČSOB Pojišťovna, a. s., member of ČSOB holding, registered office: Pardubice, Zelené předměstí, Masarykovo náměstí 1458, 530 02, ID. No: 45534306, recorded in the Commercial Register kept by the Regional Court in Hradec Králové, section B, insert 567 (hereafter referred to only as “*the* *insurer*“)

### Article I

#### PREAMBLE

1. The insurance agreed through the above-stated insurance policy is damage insurance concluded for the benefit of natural persons complying with a definition of an insured person.
2. The insurance is governed by the above stated insurance policy, general insurance conditions – general part VPP OC 2014 and by relevant provisions of generally binding legal regulations.
3. Terms interpretation:
4. **Acute illness** is every illness except for stabilised chronic disease.
5. **Family member** means a relative of the insured in lineal order, sibling or wife/husband of the insured or a partner of the insured and other persons in family or similar relation, providing the detriment incurred to one of them would be felt by the other as her/his own detriment.
6. **The insured** is a natural person, validly registered with the policyholder for the run, who provably showed interest in the insurance upon registration, the offer of which has been accepted by the payment of the insurance amount. The insured is at the same time the authorised person.
7. **Aliquot part of the registration fee** is the amount determined as a share of the ***full registration fee*** for team run (in numerator) and ***number of members of the specific team*** registered for the team run (in denominator).
8. **Employment termination** means termination of the employment relationship with the employee by the employer, namely within the period of 40 days and less prior to the run date.
9. **Run** means a running sport event held in the period for which this insurance policy has been concluded, organized by the policyholder, for which the insured validly registered in the way prescribed by the policyholder.

### Article II

#### SCOPE OF THE INSURANCE, INSURANCE RISKS, SUBJECT OF THE INSURANCE

1. **Insurance is concluded for the case**, when the insured could not participate in the run due to the reason incurred after valid registration and stated hereby below:
   1. Acute illness or injury of the insured,
   2. Hospitalization of the family member or necessary care of an ill or injured family member by the insured,
   3. Pregnancy of the insured,
   4. Decease of the insured or his/her family member,
   5. Termination of employment relation,
   6. Traffic accident to which the insured was a direct party and which happened 48 hours and less prior to the run,
   7. Delay of means of transport, used by the insured to travel to the run, based on concluded transportation contract (for example plane, train, bus),
   8. Extensive damage to property of the insured or family member incurred 48 hours or less prior to the run, due to natural disaster or criminal offence of the third person, based on the submitted evidence that presence of the insured is necessary to determine amount of damage or reduce extent of the damage.
2. **Insurance event**

Insurance event is represented by financial loss of the insured due to his/her non-participation in the run, for which he/she was validly registered. Non-participation in the run was caused by some of the causes stated in this article, clause 1) and incurred during the policy period anywhere in the world, differently from VPP OC 2014 art. XIV 1). Date of origination of the insurance event is identical with the date of the run.

1. **Insurance policy period**

Commencement of each individual insurance is on the day following the date when the insured duly paid the amount equal to insurance fee for the selected insurance to the policyholder. Insurance termination is date of the run commencement. Legal relations based by the insurance policy *8068272210* terminate by end of the day *30.9.2018.*

1. **Subject of the insurance**

Insurance is related to the financial loss represented by registration fee or its aliquot part paid by insured to the policyholder for valid registration for the run.

1. **Upper limit of the insurance benefit**

Insurance benefit is limited by the upper limit of the benefit. Upper limit of the insurance benefit is the amount equal to amount of registration fee determined by the policyholder for the run or amount of aliquot part of registration fee in case of the team run.

## Article III

**INSURANCE EXCLUSIONS**

1. Insurance does not apply to occurrence of a loss caused by:
   1. Acute illness of the insured, incurred already before commencement of the insurance,
   2. Injury of the insured, incurred already prior to the commencement of the insurance,
   3. Change of the state of health of the insured, caused by mental disease or trouble,
   4. Due to consummation of alcohol or other intoxicants by the insured,
   5. Termination of the employment due to reasons described in the Section 52 g) and Section 55 of the Act No. 262/2006 Sb. the Labour Code.

## Article IV

**INSURANCE BENEFIT**

1. In case of entitlement for insurance benefit the insurer shall pay the authorised person the amount equal to really incurred financial loss insured according to the insurance policy.
2. Insurance is concluded with the deductible of 10%.
3. Investigation of the insurer necessary to find out existence and extent of his duties may by terminated two business days after the run at the earliest.

**Article V**

**INSURANCE FORMATION**

1. The person interested in the insurance shall pay the policyholder the amount equal to insurance for selected insurance extent. Each individual insurance concluded by this insurance policy is formed by the day following the date of due payment of the insurance amount to the policyholder by the insured for selected insurance extent.

**Article VI**

**PROOF OF OCCURRENCE OF A LOSS**

1. Occurrence of a loss must be notified by the insured to the insurer pursuant to provision of the Section 2796 of the Civil Code on the tel. no. **466 100 777** or via **http://www.csobpoj.cz** or by post to the address:

ČSOB Pojišťovna, a. s., člen holdingu ČSOB, Odbor klientského centra

Masarykovo náměstí 1458, 530 02, Pardubice

In notification of the occurrence of a loss THE INSURED must state the following:

* + - * Insurance policy number *8068272210*
      * the fact that he/she is **asserting a claim for compensation based on the insurance of registration fee in case of non-participation in the run**,
      * **date of the run where the participant could not be present,**
      * **cause of non-participation** in the run**.**

**Article VII**

By notification of occurrence of a loss to the insurer, based on the insurance contract entered into by the insurance policy No. 8068272210 and by assertion of a right to insurance benefit from the stated insurance, the insured is providing the insurer with following consents:

In accordance with the Act No. 101/2000 Sb. On Protection of Personal Data and Change of Some acts, as amended (hereafter to only as „**Act**“), the insured is giving to the insurer his/her consent to process all his/her personal data given upon notification of the occurrence of a loss and assertion of a right to insurance benefit in order to find out extent the obligation to fulfil the concluded insurance.

The above stated consent is given by the insured to the insurer for the whole period of the legal relationship of insurance concluded by the above insurance policy and subsequently for the period of five years from cessation of the insurance concluded by the above insurance policy.

All provided personal data of the insured will be processed by the insurer or processing party registered in accordance with provisions of the Section 16 of the Act by the Office for Personal Data Protection.

In respect of provisions of the Section 11 (1) and (2) of the Act the insurer informs and advises the insured as follows:

* personal data of the insured will be processed within the scope of data provided by the insured to the insurer upon notification of occurrence of a loss and assertion of right to insurance benefit,
* personal data of the insured will be processed during investigation of the insurer, necessary to find extent of his obligation to fulfil the concluded insurance,
* personal data of the insured will be processed by the insurer or processing party registered in accordance with provisions of the Section 16 of the Act by the Office for personal data protection,
* personal data of the insured shall not be disclosed to other persons than those mentioned in the previous point,
* provision of personal data by insured to the insurer is voluntary,
* the insured is entitled to use his/her rights (mainly right of access to personal data and right for personal data protection) provided to him/her by provisions of the Section 21 of the act, should he/she find out or believe that processing of his/her personal data provided to the insurer is contradictory to protection of private and personal life of the insured or contradictory to the act.

In respect of provisions of the Section 13c of the Act No. 133/2000 Sb. On Civil Register and Birth Numbers and on Change of Some Acts, as amended, the insured gave his/her consent with use of his/her birth number in the same extent, for the same purpose and for the same period as other personal data.