

# **Accident Insurance**

Insurance Product Information Document Brief Information about Personal Data Processing Insurance Information Insurance Contract Insurance Terms and Conditions

# Accident Insurance

### **Insurance Product Information Document**

#### Company:

Generali Česká pojišťovna a.s.



Product:

Group accident insurance

#### **Czech Republic**

This document provides briefly summarizes the basic features of the insurance. Complete information may be found in the Insurance Information, the Insurance Terms and Conditions and in the Group Insurance Contract no. 19100985/2018 concluded by and between Generali Česká pojišťovna a.s. in its capacity as the insurer and Prague International Marathon, spol. s r.o. in its capacity as the policyholder (hereinafter referred to only as the "Insurance Contract"). The scope of insurance arranged is specified in the Insurance Contract.

#### What type of insurance is provided?

Accident insurance is a fixed sum insurance covering the event of illness.



What is the subject of the insurance?

 payment of the insurance benefit in the event of injury sustained during a race

#### Insurance covering death due to injury

 one-off payment of the agreed sum insured in the event of death due to injury within one year of the accident

#### Insurance covering third degree disability due to injury

✓ one-off payment of the agreed sum insured in the event of a third degree disability occurring due to injury within one year of the accident

#### Insurance covering the incapacity to work due to injury

 payment of the agreed daily benefit from the 15th day of incapacity to work due to injury

#### Accidental hospitalisation daily benefit insurance

 payment of the agreed daily benefit for each day of hospitalisation due to injury



#### Where is the insurance coverage valid?

the territorial validity is unlimited



#### What obligations do I have?

- to pay the insurance fee
- to report the occurrence and scope of any insured event
- to provide documents relating to the insured event, e.g. a document proving incapacity to work, discharge report from hospital, medical report, assessment of disability from the District Social Security Administration Authority, death certificate



#### When and where do I make payment?

× the insurance fee is paid after arrangement of the insurance

#### When does insurance coverage start and end?

- × individual insurance is arranged for a definite period
- individual insurance starts 30 minutes before the start of the race
- individual insurance ends upon passing the finishing line, expiry of the time limit for the race, disqualification, exclusion from the race or withdrawal from the race



#### How can I terminate the contract?

- the Insurance Contract is concluded between Generali Česká pojišťovna a.s. and Prague International Marathon, spol. s r.o., for this reason, it may be terminated by either of the contracting parties
- \* the insured is not a contracting party to the Insurance Contract, and for this reason, may not change or terminate the Insurance Contract

### What is not covered by the insurance?

- injuries which occurred in relation to the use of addictive substances
- injuries which occurred outside the areas designated for the race
- injuries which occurred due to failure to respect the instructions of the race organiser
- injuries relating to attempted suicide or intentional damage to health
- × injuries relating to disorderly conduct or criminal activity



Are there any limitations in the insurance cover?

- in the event of the incapacity to work, the daily benefit is paid out for a maximum of 60 days
- in the event of hospitalisation, the daily benefit is paid out for a maximum of 30 days



# **Brief Information about Personal Data Processing**

You will find brief information about the processing of your personal data by Generali Česká pojišťovna a.s. (hereinafter referred to also only as the "Insurance Company") below. Further details may be found at www.generaliceska.cz in the Personal data section, or the Insurance Company provides the details to you at its points of sale.

#### 1. Who is the administrator of your data?

The administrator of your personal data is Generali Česká pojišťovna a.s., company ID number 452 72 956, with Registered Office at Spálená 75/16, Nové Město, 110 00 Prague 1, Czech Republic.

# 2. Which data about you does the Insurance Company process?

The Insurance Company processes the following personal data:

- Your identification and contact data (email address and phone number are not mandatory, but if you do provide these to the Insurance Company then communication with it will be quicker and more efficient),
- data about the types of insurance you have arranged,
- data from the mutual communication with the Insurance Company (whether in person, in writing, by telephone or other manner),
   sociodemographic data (e.g., age),
- other specific data required for performance of the arranged insurance (for some products, this also includes information about your health, e.g., for sickness insurance and insurance of financial loss).

#### 3. Is data about my health processed?

After concluding the insurance, the Insurance Company will process data about your health exclusively in situations when processing is required to determine, exercise or defend legal claims, e.g., for the purpose of settling insured events.

4. In which situations will the Insurance Company process your data?

#### Preparation and arrangement of insurance

Provision of data is absolutely voluntary. If, however, you do not provide the Insurance Company with the data required to arrange the insurance, we will not be able to prepare an insurance offer or arrange insurance for you. In order to prepare an insurance offer and arrange it, the Insurance Company requires your identification data which includes your name, surname, personal ID number (or date of birth) and address. If you signed the documents relating to arrangement of insurance using biometric technology, the Insurance Company will process your signature using automatic biometric recognition technology, during which the dynamic parameters of hand movements are recorded as an integral part of the graphic signature.

#### Fulfilment of legal obligations

Many legal regulations oblige the Insurance Company to process your personal data (to varying degrees). For instance, the Insurance Company needs your data to meet the obligations required by regulations governing the distribution of insurance, the insurance industry or measures to counter money laundering and financing of terrorism. It is also obliged to provide cooperation to courts, prosecution authorities, tax administrators, the Czech National Bank in its capacity as the supervisory authority and bailiffs, etc. The Insurance Company is obliged to perform its insurance activity with due diligence, which is why it processes personal data to ensure due administration of the insurance contract, administration of insurance including changes, settlement of insured events and mutual communication with the Insurance Company. Other data which the Insurance Company processes depends on the products you use and the personal data you provided to the Insurance Company or which we discovered, for example, during the settlement of an insured event.

 Protection of the legitimate interests of the Insurance Company or the legitimate interests of third parties

The Insurance Company may also process personal data due to legitimate interests consisting in:

- risk evaluation and management,
- quality management of services provided and customer relations,
- preparation of non-binding offers or calculation of insurance premiums if insurance is not arranged afterwards,

- preparation and arrangement of insurance and performance of contracts in your favour,
- reinsurance and co-insurance,
- internal administrative purposes (e.g., internal records, reporting),
- to protect the legal claims of the Insurance Company (e.g., under judicial proceedings or proceedings with authorities for out-ofcourt resolution of disputes, with the Czech National Bank or other public authorities),
- prevention and detection of insurance fraud and other illegal conduct,
- direct marketing (the Insurance Company may also process your contact and identification data which includes your name, surname, address, phone number and email address for the purposes of direct marketing performed by our company, i.e., for sending our product and services offers, including via e-mail and SMS).

#### 5. Who is the recipient of the personal data?

In justified cases and strictly in the necessary scope, the Insurance Company provides your personal data to the following categories of recipients:

- reinsurers,
- other insurance companies in accordance with the law for the purpose of preventing and detecting insurance fraud and other illegal conduct, also via the system established for this purpose,
- its contractual partners (within or outside the Generali Group), e.g., distributors, doctors, experts, information technology suppliers, postal service providers and call centres,
- other entities in cases when the Insurance Company is obliged to provide your data in accordance with legal regulations or if this is necessary to protect our legitimate interests (e.g., to courts or bailiffs),
- shareholders in a limited scope in reporting.
- 6. How long will your data be stored by the Insurance Company?

If the Insurance Company processed data for the purpose of offering insurance but no insurance was arranged, it will store the data for a period of at least one year from the moment of the last communication and for the duration of the period of limitations, during which any claim arising from this communication may be exercised. If insurance is arranged, the Insurance Company will process personal data for the term of the insurance. On termination of the insurance, the Insurance Company will store your personal data for the limitation period, during which any claim from the terminated insurance may be exercised, and additionally for a period of one year after expiry despite the limitation period for any claim. Apart from this, the Insurance Company also processes your personal data in the event of continued or repeated financial performance from the arranged insurance and for the period of any potential judicial disputes or other proceedings.

#### 7. What are your rights?

You have, in particular, the right to access the personal data the Insurance Company processes about you, the right to rectification of inaccurate or incomplete data and the right to submit a complaint to the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, Czech Republic, www.uoou.cz. In situations anticipated by the legislation, you also have the right to erasure of personal data relating to you or to restrict its processing or to the portability of your data and the right to object to its processing.

You have the right at any time, free of charge, to object the Insurance Company processing your personal data which it is performing due to its legitimate interests, including profiling.

# 8. How can you contact the Insurance Company's Data Protection Officer?

You may contact the Insurance Company's Data Protection Officer with your requests, queries or complaints at the address Generali Česká pojišťovna a.s., Department of Personal Data Protection Management, Na Pankráci 1720/123, 140 00 Prague 4, Czech Republic, dpo@generaliceska.cz.



#### INFORMATION ABOUT THE INSURANCE ARRANGED BY CONTRACT NO. 19100985/2018 for group accident insurance

#### Information about the Insurance Company

**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.

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) or the Office of Ombudsman of the Czech Insurance Association (www.ombudsmancap.cz).

The Insurance Company draws up a solvency and financial condition report, which is available at 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.

#### Legislation governing the insurance

Insurance is governed by Act No. 89/2012 Coll., Civil Code, as amended, other legislation of the Czech Republic, Insurance Contract No. 19100985/2018 for group accident insurance 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 accident insurance 16/2018 (SITC-RCZU), hereinafter referred to only as the "Insurance Terms and Conditions".

The above-mentioned documents are published together with the Insurance Information at 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.

#### Subject of the insurance

Insurance is arranged for the event of serious injury of the Insured sustained during a race or the 30 minutes before the start of the race.

The Insurance Company will pay the following if an insured event occurs:

- CZK 200 per day from the 15th day of incapacity to work or the Insured undergoing treatment at home (people not entitled to sickness benefits) for up to 60 days of incapacity to work,
- CZK 200 per day for each day of hospitalisation for up to 30 days of hospitalisation,
- a lump sum of CZK 250,000 in the event of third degree disability,
- a lump sum of CZK 100,000 in the event of death.

The territorial validity of the insurance is unlimited.

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

Insurance may be arranged for parties interested in insurance who have registered for a race if they have reached the age of 12, with the exception of a family race where there is no age restriction, agreed to registration for insurance, paid the insurance fee and have been familiarised with the content of the Insurance Contract and the Insurance Terms and Conditions.

#### Start and end of insurance

Insurance is arranged for a definite period. Insurance starts 30 minutes before the start of the race and ends upon passing the finishing line, expiry of the time limit for the race, disqualification, exclusion or withdrawal from the race.

#### **Definition of insured events**

The insured event is an injury sustained by the Insured during the race resulting in:

- a) the issue of confirmation of incapacity to work in excess of the deferment period,
- b) hospitalization up to 24 hours after the race, this hospitalisation being essential from a medical point of view and being at least for 24 hours,
- c) occurrence of a third degree disability within one year of the accident,
- d) death within one year of the accident.

#### How to report an insured event

- An insured event can be reported to the Insurance Company:
- by telephone on Client service +420 241 114 114,
- electronically via the online form at www.generaliceska.cz,
- in writing to Generali Česká pojišťovna a.s., P. O. BOX 305, 359 05 Brno, Czech Republic.

Insurance	When to report an insured event	What to submit
incapacity to work due to injury	until the end of the deferment period (i.e., up to 14 days from the occurrence of the incapacity to work)	<ul> <li>Notification of an Insured Event form</li> <li>Decision on Temporary Incapacity to Work (sick note) if the Insured is entitled to sickness benefits; the Insurance Company's Medical Report form if the Insured is not entitled to sickness benefits</li> </ul>
hospitalisation due to injury	within 30 days of the end of hospitalisation	<ul> <li>Notification of an Insured Event form</li> <li>Copy of the discharge report from the hospital</li> </ul>
third degree disability due to injury	without unnecessary delay	<ul> <li>Notification of an Insured Event form</li> <li>Report from the first treatment after the accident,</li> <li>Assessment of disability from the District Social Security Administration</li> </ul>
death due to injury	without unnecessary delay	<ul> <li>Notification of an Insured Event form</li> <li>Medical Report from first treatment after the accident</li> <li>Copy of the Death Certificate</li> <li>Copy of the post-mortem examination certificate</li> </ul>

#### **Exclusions from insurance**

The Insurance Company will not pay insurance benefits for an injury sustained:

- a) in relation to the use or application of addictive substances (e.g., alcohol),
- b) in relation to attempted suicide or intentional damage to health,
- c) in relation to disorderly conduct by the Insured or in connection with criminal activity of which he/she is found guilty by a court,
- d) in relation to war, civil war, civil unrest or a terrorist attack,
- e) outside the areas designated for the race,
- f) due to failure to respect the instructions of the race organiser.

#### Insurance fee and tax

The insurance fee which is paid to Prague International Marathon, spol. s r.o. (to the policyholder) amounts to:

Type of race	Insurance fee
Marathon (42.195 km)	CZK 60
1/2 Marathon (21.0975 km)	CZK 50
Grand Prix Prague – 10 km race	CZK 23
Grand Prix Prague – 5 km race	CZK 12
Liberec Nature Run (12 km)	CZK 26
Liberec Nature Run (22 km)	CZK 26
Prague Relay Race 4 x 5 km	CZK 12

The initial age, sex and health of the Insured has no impact on the level of the insurance fee.

Insurance is governed by the Act on Income Tax, as amended. The insurance benefit is tax exempt.

#### Payments ensuing from the Insurance Contract outside the framework of the premium

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

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

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. 19100985/2018 for group accident insurance

as amended and effective from 21. 12. 2019

#### **Contracting Parties:**

#### <u>Insurer</u>

#### Generali Česká pojišťovna a.s.

With Registered Office at Spálená 75/16, Nově 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 referred to also 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: 63673738 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 will set 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 accident insurance covering injuries sustained during a race and during the investigation and settlement of insured events.
- 3. The mutual rights and obligations of the Contracting Parties will be governed by the Insurance Contract and the Special Insurance Terms and Conditions for group accident insurance 16/2018 (SITC-RCZU), which constitute an integral part of the Insurance Contract and which constitute Annex No. 1. This contractual relationship will 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 will prove to the insurer the consent of the Insured to the insurance. The Contracting Parties have agreed that PIM will 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

Group accident insurance (hereinafter referred to only as the "Insurance") is arranged for the event of injury defined in the SITC-RCZU which results in one of the facts listed in Art. 4.

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

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

a) death,

- b) third degree disability,
- c) incapacity to work,
- d) hospitalisation,

#### Article 5 – Levels of sums insured

1. Insurance is arranged for the following sums insured:

Name of insurance	Sum insured	
Insurance covering death due to injury	A lump sum of CZK 100,000	
Insurance covering third degree disability due to injury	A lump sum of CZK 250,000	
Insurance covering incapacity to work due to injury	CZK 200 per day	
Accidental hospitalisation daily benefit insurance	CZK 200 per day	

2. Insurance benefit limits are specified in Art. 6 para. 5 and in Art. 7 para. 4 of the SITC-RCZU.

#### Article 6 – Who can be insured

- 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 demonstrably familiarised with the consent of the Insurance Contract, including the SITC-RCZU by PIM,
  - c) also met all the conditions required for acceptance into Insurance specified in Art. 3 para. 1 of the SITC-RCZU,
  - 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 Insurance Product Information Document (IPID), which constitutes Annex No. 4,
  - g) were familiarised with the Brief Information about Personal Data Processing, which constitutes Annex No. 5,
  - h) all expressed by confirmation of the Registration for insurance,
  - i) were included by PIM in the list of insured parties within the meaning of Art. 7 for whom PIM pays the premium, and
  - j) 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

1. The Insurance Company and PIM have agreed on a single premium for one Insurance in the amount of:

Type of race	Premium for one insurance	Time limit
Marathon (42.195 km)	CZK 60	7:00 hours
1/2 Marathon (21.0975 km)	CZK 50	3:00 hours
Grand Prix Prague – 10 km race	CZK 23	1:30 hours
Grand Prix Prague – 5 km race	CZK 12	0:45 minutes
Liberec Nature Run (12 km)	CZK 26	2:00 hours
Liberec Nature Run (22 km)	CZK 26	4:00 minutes
Prague Relay Race 4 x 5 km	CZK 12	3:00 hours
Family race	CZK 10	0:45 minutes

2. The level of the single premium is determined regardless of the initial age, sex and health of the Insured.

- 3. PIM will send the Insurance Company a list of Insured Parties and the premium for all Insured Parties in the given race subject to the conditions specified by a separate contract.
- 4. The time limit specified in para. 1 is decisive for the end of the Insurance pursuant to Art. 11 para. 2 b) of the SITC-RCZU.

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

1. Apart from the rights and obligations arising from the Civil Code and the SITC-RCZU, the Contracting Parties have other obligations specified herein.

#### 2. The Insurance Company:

- a) will provide PIM the cooperation necessary to perform the subject of the Insurance Contract,
- b) will notify PIM of facts leading to termination of the Insurance,
- c) will provide the insurance benefit after having received all materials necessary to determine the scope of its obligation to provide performance.
- 3. **PIM:** 
  - a) will ensure identification of the Insured Parties in the following scope: name and surname, address, date of birth, telephone number, e-mail,
  - b) will notify the Insurance Company without unnecessary delay of any facts on whose basis the Insurance is created or terminated,
  - c) will provide the Insurance Company a list of Insured Parties in the structure specified in the separate contract,
  - d) will pay the premium.

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

- 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 in the Personal data section. PIM undertakes to also 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

- 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 this contractual relationship.
- 4. Termination of the effect of the Insurance Contract will lead to termination of the right of PIM to register further parties interested in the Insurance.
- 5. Termination of effect of the Insurance Contract will 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 will persist and be governed by this Insurance Contract and the SITC-RCZU and will be terminated in the manner defined in the SITC-RCZU.
- 6. If PIM is dissolved without a legal successor, the Insured will not take its place.
- 7. Appendices to the Insurance Contract will 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 will each receive one.



# SPECIAL INSURANCE TERMS AND CONDITIONS for group accident insurance 16/2018 (SITC-RCZU)

The group accident insurance will be governed by the Insurance Contract, these Special Insurance Terms and Conditions (hereinafter referred to only as the "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,

**Insurance Contract** – the Insurance Contract for group accident insurance covering injury sustained in a RunCzech 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 due to injury of the Insured, when beneficiaries are determined in accordance with Section 2831 of the Civil Code,

**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 during the race or the 30 minutes before the start of the race,

incapacity to work – for an Insured Party:

- a) <u>entitled to sickness benefits</u> concerns the temporary incapacity to work during which the Insured does not perform his/her work or independent activity due to injury,
- b) not entitled to sickness benefits concerns home treatment of the injury deemed essential from a medical point of view,

**deferment period** – the period from occurrence of an incapacity to work lasting 14 days during which the Insurance Company does not pay the insurance benefit (daily benefit); this is a form of deductible and applied in the case of incapacity to work due to injury,

**hospital** – a medical facility operated by a provider of healthcare services in which the Insured is provided treatment within the meaning of the valid legislation in the form of acute intensive or standard in-patient care, **hospitalisation** – a stay by the Insured in the in-patient section of the hospital.

#### Article 2 – Subject of the insurance

- 1. Group accident insurance (hereinafter referred to only as the "Insurance") is arranged as a fixed sum insurance and is included in the subsection of illness insurance in the Civil Code.
- 2. The Insurance relates to the group of Insured Parties defined in the Insurance Contract and the SITC and includes:
  - a) insurance covering death due to injury,
  - b) insurance covering third degree disability due to injury,
  - c) insurance covering incapacity to work due to injury,
  - d) accidental hospitalisation daily benefit insurance.

#### Article 3 – Conditions of acceptance of insurance

- 1. Insurance may be arranged for a party interested in insurance who has registered for a race with PIM if:
  - a) he/she has reached the age of 12, with the exception of a family race where there is no age restriction,
    - 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 been familiarised and demonstrably consents to the content of the Insurance Contract and the SITC.
- 2. The Insurance Company will decide on the acceptance of the insurance according to whether the conditions for accepting insurance have been fulfilled.

#### Article 4 – INSURANCE COVERING DEATH DUE TO INJURY

#### 1. Definition of insured events

- The insured event is the injury of the Insured resulting in death within one year of the accident.
- 2. Cases which the insurance does not cover (exclusions arranged)
- The Insurance Company will not pay insurance benefits in the cases specified in Art. 8.
- 3. How to report an insured event The beneficiary will notify the Insurance Company of an insured event without unnecessary delay and provide the following:
  - a completed Notification of an Insured Event form,
  - a medical report from the first treatment after the accident,
  - a copy of the Death Certificate,
  - a copy of the Post-Mortem Examination Certificate and other documents which the Insurance Company requests.

#### 4. Insurance benefit to which entitlement is created

The Insurance Company will pay the beneficiary the agreed sum insured as a lump sum. The insurance benefit will not be paid if entitlement was created to pay out an insurance benefit for third degree disability insurance.

#### Article 5 – INSURANCE COVERING THIRD DEGREE DISABILITY DUE TO INJURY

# 1. **Definition of insured events** The insured event is the injury of the Insured resulting in the occurrence of a third degree disability within one year of the accident.

2. Cases which the insurance does not cover (exclusions arranged)

The Insurance Company will not pay insurance benefits in the cases specified in Art. 8.

3. How to report an insured event

The Insured will notify the Insurance Company of an insured event without unnecessary delay and provide the following:

- a completed Notification of an Insured Event form,
- a medical report from the first treatment after the accident,
- a disability assessment issued by the respective District Social Security Administration with the result determining third degree disability and other documents which the Insurance Company requests.

#### 4. Insurance benefit to which entitlement is created

The Insurance Company will pay the Insured the agreed sum insured as a lump sum.

#### Article 6 – INSURANCE COVERING INCAPACITY TO WORK DUE TO INJURY

#### 1. Definition of insured events

The insured event is the injury of the Insured resulting in the issue of a confirmation of incapacity to work for a period exceeding the deferment period.

#### 2. Other rules relating to this insurance

- a) a doctor specified by the Insurance Company may set the length of incapacity to work and thus determine the scope of the insurance benefit,
- b) the Insured will enable the Insurance Company to check adherence to the treatment regime.

#### 3. Cases which the insurance does not cover (exclusions arranged)

The Insurance Company will not pay insurance benefits in the cases specified in Art. 8 or for the period of incapacity to work:

- a) until notification of an insured event according to para. 4,
- b) which the Insured did not corroborate by submitting a document on incapacity to work or documents required by the Insurance Company by the stipulated deadline,
- c) starting from the day on which the Insured refused examination of his/her health by a doctor specified by the Insurance Company or the day he/she did not appear for this examination without a prior reason,

#### d) starting from the day on which the Insured failed to follow the treatment regime.

#### 4. How to report an insured event

The Insured will notify the Insurance Company of an insured event by the end of the deferment period and provide the following:

- a completed Notification of an Insured Event form,
- the form Decision on Temporary Incapacity to Work (sick note) if the Insured is entitled to sickness benefits; the Insurance Company's Medical Report form with determination of the diagnosis if the Insured is not entitled to sickness benefits and other documents which the Insurance Company requests.

#### 5. Insurance benefit to which entitlement is created

The Insurance Company will pay the Insured the agreed daily benefit from the 15th day of incapacity to work (i.e., after the end of the deferment period), at most however for 60 days of incapacity to work (limit of the insurance benefit).

#### Article 7 – ACCIDENTAL HOSPITALISATION DAILY BENEFIT INSURANCE

#### 1. Definition of insured events

The insured event is injury of the Insured resulting in hospitalisation up to 24 hours after the race, this hospitalisation being essential from a medical point of view and being at least for 24 hours.

#### 2. Cases which the insurance does not cover (exclusions arranged)

The Insurance Company will not pay insurance benefits in the cases specified in Art. 8.

#### 3. How to report an insured event

The Insured will notify the Insurance Company of the insured event within 30 days of the end of hospitalisation and provide:

- a completed Notification of an Insured Event form,
- a copy of the discharge report from the hospital and other documents which the Insurance Company requests.

#### 4. Insurance benefit to which entitlement is created

The Insurance Company will pay the Insured the agreed daily benefit for each day of hospitalisation, however, at most for 30 days of hospitalisation (limit of the insurance benefit).

#### Article 8 – Cases which the insurance does not cover (exclusions arranged)

The Insurance Company will not pay insurance benefits for an injury sustained:

- a) in relation to the use or application of addictive substances (e.g., alcohol),
- b) in relation to attempted suicide or intentional damage to health,
- c) in relation to disorderly conduct by the Insured or in connection with criminal activity of which he/she is found guilty by a court,
- d) in relation to war, civil war, civil unrest or a terrorist attack,
- e) outside the areas designated for the race,
- f) due to failure to respect the instructions of the race organiser.

#### Article 9 – Other rules applicable in the case of an insured event

- 1. The beneficiary will 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 will 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 will be submitted by the beneficiary in Czech and will be retained by the Insurance Company
- 6. Documents proving the occurrence of an insured event must be drawn up in accordance with Czech law. The Insurance Company will acknowledge that documents which are drawn up in accordance with foreign law and in a foreign language are fit to prove the occurrence of an insured event if their content indisputably shows that the insured event occurred. The Insured will, at his/her own cost, ensure an officially certified translation of such documents into Czech; the Insured will not be obliged to do so if documents are drawn up in Slovak.

#### Article 10 – Procedure for payment of the insurance benefit

- 1. The insurance benefit will be paid following the receipt of documents necessary to ascertain the existence and extent of the Insurance Company's liability to provide performance.
- The Insurance Company will provide the beneficiary the insurance benefit in cash, payable in Czech crowns.
   The beneficiary may not assign a receivable for the insurance benefit without the consent of the Insurance Company.

#### Article 11 – Details about the start and end of the insurance

- 1. Insurance starts 30 minutes before the start of the race.
- 2. Insurance will 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 Insured passes the finish line,
  - b) upon expiry of the time limit set for the race,

c) at the moment the Insured is disqualified or excluded or withdraws from the race.

#### Article 12 – Period for which the insurance is arranged

Insurance is arranged for a definite period, this being for the duration of the race and the 30 minutes before the start of the race, unless it is terminated earlier in accordance with Art. 11 para. 2.

#### Article 13 – Notification of other facts to the Insurance Company and method of doing so

- 1. The beneficiary will notify the Insurance Company of any change in facts causing termination of the insurance.
- 2. The beneficiary will 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.
- 3. A non-written notice will 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 will communicate with the Insured in writing via the holder of a postal licence or electronically via the e-mail address of the Insured.

#### Article 14 – 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) or the Office of Ombudsman of the Czech Insurance Association (www.ombudsmancap.cz).