GENERALI

MÜNCHEN

MARATHON

START POSITION

CANCELLATION INSURANCE

YOUR GENERALI START POSITION CANCELLATION INSURANCE FOR THE GENERALI MUNICH MARATHON 2021

GENERALI
MÜNCHEN
MARATHON

DEAR RUNNER,

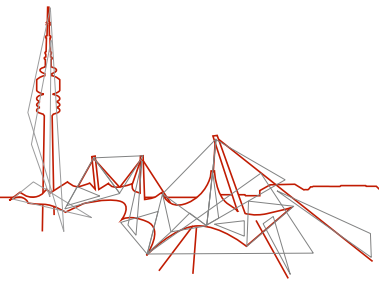
thank you very much for joining the group insurance GENERALI start position cancellation insurance between Europe Assistance SA, branch for Germany and the organiser.

The insurance certificate including the insurance conditions are as follows:

Your GENERALI race cancellation insurance cover: Your insurance covers the running event for which you have registered for. Details of the 35th GENERALI MUNICH MARATHON, the insured person and the organisational contribution can be found in the confirmation of participation sent to you.

Please submit the following documents in the event of a claim:

1. Copy of the e-mail confirmation for the running event
2. Copy of the cancellation documents for the running event
3. Copy of the insurance cerfiticate (if seperated from the confirmation)
4. Proof of the claim (e.g. certificate by a medical doctor, etc.)
5. Bank details (IBAN and BIC)



This is how you reach your insurer:

E-Mail: reise@europ-assistance.de

Phone: + 49 89 55 987 8579

With best regards

Your team of the Europe Assistance SA, branch for Germany

#runGMM

MÜNCHEN MARATHON GMBH . Boschetsrieder Straße 69 . 81379 München
www.generalimuenchenmarathon.de . run@generalimuenchenmarathon.de . Tel. +49 (0)89 17 09 55 70

Information and specifications of your insurance policy

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

A: TERMS AND CONDITIONS

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

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

Please consult the special provisions for further details.

2. What is a running race?

A running race is an event for runners that is organized and operated by a special organizer.

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

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

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

4.1 Fraud and Malice

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

4.2 Gross negligence

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

4.3 War, civil unrest and other events

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

4.4 Predictability

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

4.5 Additional Services

This policy does not cover any expenses related to travel or overnight stay (or the cancellation thereof). It does not cover any additional services you might had agreed with the organizer (such as medals, event t-shirts, photos or videos, etc.).
5. The consequences of the outbreak of an epidemic or pandemic (e.g. lockdown or quarantine measures) related to an infectious disease or new virus strains as declared by the World Health Organization (WHO) or a competent authority in your home country or a country you visit or transit through during your trip.
5.1 This does not apply if you fall ill from the epidemic or pandemic or die from it.

5. Who is insured?

As a participant to a running race organized by a running race organizer you are an insured person.

6. When does insurance cover begin and end?

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

7. How should I proceed in a claim situation?

7.1 You should possibly avoid any claim situation from happening.

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

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

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

7.2.3 Report any loss to us immediately. **Phone Number: +49 89 55987 8387**

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

7.3.1 Support any reasonable investigation of the loss.

7.3.2 You must provide truthful information.

7.3.3 You must provide the required documentation in the original.

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

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

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

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

B: SPECIAL PROVISIONS OF THE START POSITION CANCELLATION POLICY

1. Which events are insured by this policy?

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

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

2. Which costs are covered?

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

2.1 Reimbursement of start position fees

We will reimburse the participation fee if you are unable to participate in the race. The participation fee amounts to the sum you paid to participate in the race.

3. Which events are not covered?

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

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

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

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

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

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

Europ Assistance SA, Direktion für Deutschland Data Protection Information

We hereby inform you about the processing of your personal data by Europ Assistance SA, Direktion für Deutschland and your rights under the Data Protection regulations.

Responsible for processing of data:
Europ Assistance SA, Direktion für Deutschland
Adenauerring 9
81737 Munich, GERMANY

Phone +49 89/ 55 987 0
Fax +49 89/ 55 987 177
E-mail address: info@europ-assistance.de

You can contact our Data Protection Officer using the above e-mail address. Alternatively, you can use the following email address:
datenschutzbeauftragter@europ-assistance.de

Purpose and legal provisions on data processing
We process personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR), the German Data Protection Act (BDSG) and the German Insurance Law (VVG).

We require your personal information for the conclusion of the contract. Furthermore, in case you report a loss we need information about it to be able to check whether an insured event occurred and the extent of the corresponding damage. The conclusion and the execution of this policy is not possible without processing your personal data. In addition, we need your personal information to compile insurance-specific statistics, amongst other, for the development of new tariffs or for compliance with regulatory requirements. We continue to use the data to analyze the whole portfolio together with our group policyholder, for example, to provide our input on a contract adjustment or to provide comprehensive information about it.

We process your personal data for pre-contractual and contractual purposes in keeping with Art. 6 subparagraph 1 b) GDPR.
If required, we also process your data for the purposes of our legitimate interests as well as those of third parties pursuant to Art. 6(1), Subparagraph 1(f) GDPR. This can be in particular:

- to ensure our IT operates safely
- to prevent and investigate criminal offenses, in particular by carrying out data analysis following hints of insurance fraud.

In addition, we process your personal data in order to fulfill legal obligations pursuant to Art. 6 subparagraph 1 c) GDPR (E.g. regulatory requirements, commercial and tax-law retention obligations or our obligation to advise).

If we wish to process your personal data for a purpose not mentioned above, we will inform you in advance.

Categories of recipients of personal data

Reinsurers:

We insure the perils we cover with special insurance companies (reinsurers). In doing this, we may be required to disclose data on your contract or the claims you have submitted so that the reinsurer can form their own opinion about the risk or about the loss.

External providers:

In certain instances, we activate external providers to handle an assistance request or a claim. You can refer to our webpage under https://biz.europ-assistance.de/dienstleisterliste to consult the list of contractors and providers who work with us, not only on a temporary basis.

Additional recipients:
In addition, we may transfer your personal information to other recipients, amongst others to authorities for the fulfillment of legal notification requirements (E.g. tax authorities or law enforcement authorities).

Duration of data retention
We delete your personal data as soon as it is no longer necessary for the above purposes. Personal data might be kept for the time claims against our company can be lodged (legal limitation period of three or up to thirty years). In addition, we store your personal data as far as we are legally obliged to do so. Such obligations of proof and retention arise, among other things, from the German Commercial Code, the German Tax Code and the German Money Laundering Act. Under such regulations data retention can be of up to ten years.

Your data protection rights
By contacting the above-mentioned address, you can find out what information about you we have stored. Furthermore, you have the right to require completion of your data if you find out the data we store are incomplete and this might impair the processing thereof. Additionally, you have the right in certain cases to request the deletion of your data. You may also be entitled to restrict the processing of your data or to have the data you provided published in a structured, common and machine-readable format.

You have the right to object to our processing your data to safeguard legitimate interests if you are in any given situation that justifies your request.

We are required by law to provide you with the information you requested. Should we fail to take action within one month of receipt of your request, you have the possibility to file a complaint with the regulatory authority or to take legal action.

Your right to complain
You may submit a complaint to the above-mentioned data protection officer or to a data protection supervisory authority. The data protection supervisory authority responsible for us is:
Bayerisches Landesamt für Datenschutzaufsicht
Promenade 27
91522 Ansbach

Data transfer outside of the EEA
Your personal data will be transferred outside of the European Economic Area (EEA) only with a view to fulfilling our contractual obligations towards you.

Important information when filing a claim

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

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

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

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

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