



## General terms of insurance for the GARANTA entry fee

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The cited provisions of the Versicherungsvertragsgesetz (VersVG [Insurance Contract Act]) are printed in the annex.

### Table of contents

#### General overview

#### A General part

##### The insurance coverage

- Article 1 Insured person
- Article 2 Insurance sum
- Article 3 When does the insurance apply? (Temporal application)
- Article 4 Where does the insurance apply? (Local application)
- Article 5 What is not insured? (Exclusions of risks)

##### The insured event

- Article 6 What must be observed after the occurrence of the insured event? (Obligations)
- Article 7 What will happen if benefits from other insurances or other third parties can be claimed regarding an insured event? (Secondary liability and recourse)
- Article 8 When and under which conditions will the compensation be paid?

##### The insurance relationship

- Article 9 What is the applicable insurance period, when must the premium be paid and when does the insurance coverage start?
- Article 10 Who is entitled to exercise the rights under the insurance contract, who must meet the obligations under the insurance contract? (Legal status of the persons involved in the contract)
- Article 11 Which law is applicable? What are the contractual bases?
- Article 12 In which courts can claims under the insurance contract be asserted? (Place of jurisdiction)
- Article 13 In which form must declarations be made?

#### B Special part – Entry fee insurance

##### The insurance benefit

- Article 14 Which benefits are insured? (Scope of benefits)

##### The insured event

- Article 15 What is deemed as insured event?
- Article 16 What must be observed after the occurrence of the insured event? (Obligations)

##### Annex



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## Overview of the insurance coverage for the GARANTA entry fee

### Entry fee

Reimbursement of the entry fee

### Insured sum

as agreed according to the confirmation of registration minus the excess



## Part A General part

### The insurance coverage (articles 1 – 5)

#### Article 1 Insured person

The insurance coverage shall apply to all persons registered for insurance coverage who have their principal residence within the European Union.

#### Article 2 Insurance sum

The respective insurance sums shall be the maximum limits per insured person and damage event. The insurance sums shall also limit the benefits if the insured person has concluded several insurances (articles 3 and 4).

#### Article 3 When does the insurance apply? (Temporal application)

The insurance coverage shall apply to the coverage parts stated in the special part (B) in article 14 which occurred during the term of the contract, this means after the activation of the insurance coverage and the payment of the premium (see article 9) and prior to the start of the booked event.

#### Article 4 Where does the insurance apply? (Local application)

The insurance coverage shall apply in Austria.

#### Article 5 What is not insured? (Exclusions of risks)

1. There shall be no insurance coverage for events which:

- 1.1 Are caused by the insured person in an intentional or grossly negligent manner. Any action or omission due to which the occurrence of the damage event must probably be expected but is accepted shall be deemed as being equivalent to intention.
- 1.2 Occur during the attempt or the commitment of judicially punishable actions by the insured persons for which intention constitutes an element of the offence;
- 1.3 Are directly or indirectly related to war events of any kind;
- 1.4 Are directly or indirectly caused, result from or in connection with any kinds of acts of terrorism. Acts of terrorism shall be any actions of persons or groups of persons in order to achieve political, ethnical, religious, ideological or similar aims that are suitable to spread fear and terror among the population or parts of the population and thereby influence a government or state institution;
- 1.5 Are caused due to violence on the occasion of a public gathering or demonstration if the insured person actively participates in such gathering or demonstration;
- 1.6 Are caused by civil commotion if the insured person has participated in such commotion on the side of the agitators;
- 1.7 Are directly or indirectly caused
- 1.8 by any kind of impact of nuclear weapons, chemical or biological weapons,
- 1.9 by nuclear energy or
- 1.10 by the influence of ionising radiation within the meaning of the Strahlenschutzgesetz [Radiation Protection Act] as amended
- 1.11 Are caused by the suicide or attempted suicide of the insured person;
- 1.12 Are caused by the order of an authority;
- 1.13 Are suffered by the insured person as a consequence of reduced consciousness or a material impairment of his/her mental capacity due to alcohol, narcotics or drugs.

2. In addition to these general exclusions from the insurance coverage, other exclusions are governed in the special part (B) in article 14.

### The insured event (articles 6 - 8)

#### Article 6 What must be observed after the occurrence of the insured event? (Obligations)

1. The following obligations shall be determined as obligations the violation of which releases the insurer from their obligations to pay benefits in accordance with §6 VersVG:
2. The insured person must:
  - 2.1 Avert insured events if possible or minimise their consequences and in doing so comply with the instructions of GARANTA, if any;



- 2.2 Truthfully and comprehensively inform GARANTA about the occurrence of the insured event without delay but at the latest within one week by phone or in writing (electronically or by post). In addition, all relevant pieces of information requested must be provided to GARANTA.
  - 2.3 Fully complete and return to GARANTA the forms which are used by GARANTA for processing the claim after receiving such forms without delay;
  - 2.4 Take all reasonable steps in order to clarify the causes, the course of events and the consequences of the insured event;
  - 2.5 Authorise all authorities and private insurers dealing with an insured event and must cause that any and all information requested by GARANTA is provided;
  - 2.6 Guarantee claims for damages against third parties in due form and in due time and must assign them to the insurer up to the amount of the compensation paid, if required;
  - 2.7 Report to the police authority in charge any damage caused by criminal acts without delay, exactly describing the facts and stating the extent of the damage and must obtain a certificate regarding the report;
  - 2.8 Hand over to the insurer the originals of all pieces of evidence which prove the claim for the insurance benefit on the merits and in terms of the amount without being requested to do so, such as police records, factual reports, sales slips etc.
  - 2.9 For the benefits in accordance with article 14, the original documents must be handed over to GARANTA.
3. In addition to these general obligations, special obligations are stipulated in article 16.

**Article 7 What will happen if benefits from other insurances or other third parties can be claimed regarding an insured event? (Secondary liability and recourse)**

1. All insurance benefits shall be subsidiary. Therefore, they shall only be paid insofar as compensation cannot be obtained under existing insurance contracts with other private or social insurance companies.
2. If there is a claim for reimbursement of costs against other insurance companies or social security companies or other third parties due to statutory provisions and/or contractual agreements, the insured person shall be obliged to assign this claim to the insurer if GARANTA pays benefits.

**Article 8 When and under which conditions will the compensation be paid?**

3. The policyholder can directly assert his/her claims vis-à-vis the insurer. If the insurer's obligation to pay benefits has been established on the merits and in terms of the amount, the payment of the compensation shall be due two weeks later.
4. If police or other official investigations have been initiated due to a damage event, the insurer shall reserve the right to wait for their results.
5. The limitation of actions shall be governed by § 12 VersVG (see annex).

**The insurance relationship (articles 9 – 13)**

**Article 9 What is the applicable insurance period, when must the premium be paid and when does the insurance coverage start?**

1. The insurance period shall start at the chosen point of time (date and time) and shall automatically end after the expiry of the chosen period (the event).
2. The non-recurring premium including fees and insurance tax must immediately be paid by the policyholder upon the conclusion of the contract using the payment methods offered during the conclusion process. With the payment of the premium, the insurance coverage shall be activated for the chosen duration. The policyholder shall be informed about the success of the payment during the payment process. §§ 38 et seqq. shall apply to the consequences of an untimely payment of the premium (see annex).

**Article 10 Who is entitled to exercise the rights under the insurance contract, who must meet the obligations under the insurance contract? (Legal status of the persons involved in the contract)**

The policyholder is also the insured person. The policyholder shall exclusively be entitled to exercise the rights under the insurance contract.



**Article 11 Which law is applicable? What are the contractual bases?**

1. The insurance contract shall be governed by the laws of the Republic of Austria.
2. The contractual bases shall be the policy, the agreed tariff, the general terms of insurance, the special agreements stated in the policy and the other attachments to the policy. Unless otherwise agreed, the corresponding Austrian statutory provisions, in particular under the Insurance Contract Act, the Allgemeine bürgerliche Gesetzbuch [Austrian Civil Code] and the Konsumentenschutzgesetz [Consumer Protection Act] shall apply.

**Article 12 In which courts can claims under the insurance contract be asserted? (Place of jurisdiction)**

1. Claims under your insurance contract existing against us can only be asserted before the court having local jurisdiction over our place of business. If your insurance has been procured by an insurance agent, it shall also be possible to seek redress in the court of the place where the agent had his/her commercial branch office or, if he/she did not have such commercial branch office, his/her place of residence at the time of the procurement. To the extent that a place of jurisdiction can lawfully be agreed, our place of business shall be agreed as exclusive place of jurisdiction.
2. We may bring actions against the policyholder (in accordance with § 14 KSchG [Consumer Protection Act]) before the court having local jurisdiction over the policyholder's place of residence.

**Article 13 In which form must declarations be made?**

All declarations of the policyholder shall be valid if they are made in writing in electronic form, by fax or post and are received by GARANTA. The granting of powers of attorney/authorisations for which the holographic signature of the insured person is required, shall be exempted from this.

All declarations made by GARANTA shall also be made in writing (in electronic form). Declarations made vis-à-vis the policyholder shall take effect when they would have been received in the email account notified to GARANTA.

If the policyholder changes his/her email address, the policyholder must notify GARANTA of his/her new address. Otherwise, GARANTA shall address its declarations to the last known email address of the policyholder with legal effect.

## **Part B Special Part – Start / Entry Fee Insurance**

### **Insurance Cover (Article 14)**

**Article 14 What benefits are insured? (Scope of the Insurance)**

3. Under Article 14, sec. 3, the insurance company will reimburse the start / entry fee, less the agreed deductible, for the participation in an event booked through platforms cooperating with GARANTA up to the sum insured if the insured person is unable to participate and does not participate in the event because they fall acutely ill due to no fault of their own or have an accident. The medical reasons for the inability to participate shall be proven by presenting a medical certificate.
4. The following applies to relay races: the start / entry fee, less the agreed deductible, for the participation in an event booked through platforms cooperating with GARANTA will only be reimbursed to the sum insured if the entire relay team is unable to participate and does not participate because all runners fall acutely ill through no fault of their own or because all runners have an accident. The medical reasons for the inability to participate shall be proven by presenting medical certificates.
5. The insurance company will reimburse the start / entry fee (excl. ancillary cost), less the agreed deductible.
6. If any other person takes part in the event instead of the insured person for whom the start / entry fee was paid, no insurance benefit will be paid
7. The following applies to relay races: The start/entry fee (excluding ancillary costs) less the stipulated deductible will be reimbursed aliquot up to the sum insured for the participation in an event booked via platforms cooperating with GARANTA. In the case of withdrawal of the relay on grounds of any acute sickness without own fault or accident \*:
  - of one runner, 25 % will be reimbursed
  - of 2 runners, 50 % will be reimbursed
  - of 3 runners, 75 % will be reimbursed
  - of 4 runners, 100 % will be reimbursedThe medical reasons for the prevention must be proved for each runner by means of medical certificates.
8. If the relay team takes part in the event despite an illness or accident of one or several of the runners, as mentioned above, due to having changed the runners, no benefit will be paid.
9. The agreed insurance sums, premiums and agreed deductibles are listed on the sheet "Product Details to the Start / Entry Fee Insurance" attached hereto.
10. The following shall not be deemed as an illness or accident as such terms are used herein, e.g: pregnancies, births, planned operations, stays in a health resort, stays in a rehabilitation facility, any type of health restriction associated with chronic diseases if the illness was known at the time the contract was concluded, as well as illnesses, operations and accidents of family members (non-insured persons). No benefits will be paid for the reasons mentioned above.



## **The insured event (articles 15 – 16)**

### **Article 15 What is deemed as insured event?**

The insured event shall mean:

- Withdrawal of the participation in an event booked via platforms cooperating with GARANTA as a consequence of an acute non-fault illness or accident where the entry fee for such event has already been paid.

### **Article 16 What must be observed after the occurrence of the insured event? (Obligations)**

In addition to the general obligations (article 6), the following shall be considered to be obligations the violation of which results in the insurer being released from their obligation to pay benefits in accordance with §6 VersVG:

- For the case of the non-participation in an event booked via platforms cooperating with GARANTA as a consequence of an acute non-fault illness or accident, a medical certificate must be presented as proof of the existence of such a reason for the reimbursement of the already paid entry fee.



## Annex

### Excerpt from the Insurance Contract Act 1958 (VersVG)

- § 6** (1) If the contract stipulates that the insurer is to be released from their obligation to pay benefits in the case of a violation of an obligation which must be met prior to the occurrence of the insured event vis-à-vis the insurer, the agreed legal consequence shall not occur if the violation is to be considered as a violation which has been arisen without fault. The insurer may terminate the contract within one month after learning of the violation without adhering to a period of notice unless the violation is to be considered as a violation which has been arisen without fault. If the insurer does not terminate within one month, he/she cannot invoke the agreed release from the obligation to pay benefits.
- (1a) In addition, if an obligation is violated which is supposed to maintain the equivalence between the risk and the premium on which the insurance contract is based, the agreed release from the obligation to pay benefits shall only occur in the proportion in which the agreed premium is lower than the premium stipulated for the higher risk in the insurance tariff. If obligations regarding other mere notifications and reports are violated which do not influence the assessment of the risk by the insurer, the release from the obligation to pay benefits shall only occur if the obligation has intentionally been violated.
- (2) If an obligation has been violated which must be met by the policyholder for the purpose of reducing the risk or preventing an increase of the risk vis-à-vis the insurer – irrespective of the applicability of para. 1a - the insurer cannot invoke the agreed release from the obligation to pay benefits if the violation does not influence the occurrence of the insured event or to the extent that it did not influence the scope of the benefit which the insurer is obliged to pay.
- (3) If the release from the obligation to pay benefits is agreed for the case that an obligation is violated which must be met after the occurrence of the insured event vis-à-vis the insurer, the agreed legal consequence shall not occur if the violation is neither based on intention nor on gross negligence. If the obligation is not violated with the intention to influence the insurer's obligation to pay benefits or to impair the determination of such circumstances which are clearly important for the insurer's obligation to pay benefits, the insurer shall remain obliged to pay benefits to the extent that the violation neither influenced the determination of the insured event nor the determination or the scope of the benefit which the insurer is obliged to pay.
- (4) An agreement according to which the insurer is supposed to be entitled to rescind the contract in the case of a violation of an obligation shall be ineffective.
- (5) The insurer can only derive rights from the negligent violation of an agreed obligation if the policyholder has previously received the terms of insurance or another document in which the obligation is communicated.
- § 12** (1) The claims under the insurance contract shall become time-barred within three years. If a third party is entitled to the claim, the period of limitation shall start as soon as such third party learns of such third party's entitlement to the benefit of the insurer; if the third party has not learned of such entitlement, the third party's claims shall only become time-barred after ten years.
- (2) If a claim of the policyholder has been made with the insurer, the limitation of actions shall be suspended until the receipt of a decision of the insurer transmitted in writing which at least is substantiated by stating a fact on which the refusal is currently based and by stating the statutory or contractual provision. However, the limitation of actions shall occur in any case after ten years.
- (3) The insurer shall be released from the obligation to pay benefits if the claim for the benefit is not asserted in court within one year. The period shall only start after the insurer rejected the claim made by the policyholder in a manner in accordance with para. 2 and stating the legal consequence related to the expiry of the period; this period shall be suspended for the duration of the settlement negotiations regarding the claim raised and for the period during which the policyholder is prevented from asserting the claim in court in due time not due to the policyholder's own fault.
- § 38** (1) If the initial or non-recurring premium has not been paid within 14 days after the conclusion of the insurance contract and after the request to pay the premium, the insurer shall be entitled to rescind the contract as long as the payment has not been effected. It shall be deemed as a rescission if the claim for the premium has not been asserted in court within three months from the date of maturity.
- (2) If the initial or non-recurring premium has not been paid at the time when the insured event occurs and after expiry of the period under para. 1, the insurer shall be released from the obligation to pay benefits unless the policyholder was prevented from making the timely payment of the premium not due to the policyholder's own fault.
- (3) The request to pay the premium shall only have the legal consequences provided for in para. 1 and 2 if the insurer has drawn the policyholder's attention to those consequences.
- (4) The failure to pay interest or costs shall not trigger the legal consequences under para. 1 and 2.
- § 39a** (1) If the policyholder is only in default with an amount not exceeding 10 per cent of the annual premium, but not more than EUR 60, a release from the insurer's obligation to pay benefits stipulated under § 38 or § 39 shall not occur.