

# Cancellation costs insurance Zürich Marathon

## INFORMATIONS FOR THE INSUREE

Use of the male gender to facilitate readability is intended to also refer to the female gender.

ZH Marathon GmbH, with registered office in Zurich is the insurer pursuant to the general terms and conditions of insurance (GCI).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form and in the accompanying GCI. The GCI and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insuree.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case. In case of doubt, the German version of the GCI will have exclusive validity.

## GENERAL TERMS AND CONDITIONS OF INSURANCE (GCI)

### 1 Insured person

The lawful holder of the insurance comprising the confirmation of the booking and these GCI is insured.

### 2 Special provisions, scope of application, period of application

The cancellation cost insurance is valid only if it is taken out in conjunction with the booking of the event. The insurance cover applies in Switzerland and begins at the time when the definitive booking is made and ends at the start of the event (start or cancellation of the ticket).

### 3 Insured events

A ZH Marathon GmbH provides insurance cover if the insured person is unable to take part in the event due to any of the following occurrences, provided that such occurrence happened after the insurance was taken out:

a) unforeseen serious illness, serious injury, serious complication of pregnancy or death of the insured person or their life partner and family (spouse, children, parents, grandparents).

b) pregnancy of the insured person, if the date of the event is after the 24th week of pregnancy or if the event would present a risk to the unborn child.

c) severe damage to the property of the insured person at his place of residence by fire, storm, theft or water damage, so making his presence at home indispensable.

B If an insured person suffers from a chronic illness without participation in the event being called into question by such illness at the time when the insurance is taken out, ZH Marathon GmbH shall pay the resulting insured costs if participation has to be cancelled because of an unforeseen serious acute deterioration of this condition or in the event of death as a consequence of the chronic illness.

### 4 Insured benefits

A The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the participation in the event. Previous or subsequent events are not taken into consideration.

B ZH Marathon GmbH reimburses the cancellation costs (excl. administrative fee) which are effectively incurred if the insured person is unable to take part at the Zürich Marathon because of the insured occurrence. The overall amount of this benefit is the cost of the booked bip number. In addition to the start place booked achievements are not included in the insurance.

## 5 Exclusions

Benefits are excluded:

a) if the organiser cancels the event or should have cancelled the event for objective reasons.

b) if the condition which gave rise to the cancellation was a complication or a sequel of an operation or medical treatment that was already planned at the time when the insurance began.

c) if an illness or the consequences of an accident, an operation or medical treatment already exist at the time of booking and have not been resolved by the time of start of the event.

d) in the event of cancellation pursuant to par. 3 A a) without a medical indication;

e) in case of events connected with epidemics or pandemics.

## 6 Obligations in case of claim

A Please contact ZH Marathon GmbH, Vulkanstrasse 110c, 8048 Zürich, info@zuerichmarathon.ch

B The insured must take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the loss.

C ZH Marathon GmbH must i.a. be furnished immediately with

- the original event invoice,
- the original ticket,
- the documents or official statements substantiating the occurrence of the damage,
- the payment details (supply IBAN and SWIFTBIC).

D In case of illness or accident, seek medical advice without delay; the doctor should be informed of the participation plans and his instructions followed. The insured person must release the physician who treated him from the duty of secrecy vis-à-vis ZH Marathon GmbH.

E In case of culpable violation of the duties in connection with a loss ZH Marathon GmbH has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of a conduct in ZH Marathon GmbH with such duties.

F ZH Marathon GmbH will not make any payments if false representations are made, facts are concealed, or the obligations are omitted, if ZH Marathon GmbH suffers any loss as a consequence.

## 7 Claims on third parties

If the insured person has been compensated by a liable third party or by such party's insurer, benefits under this contract shall lapse. If a claim has been made to ZH Marathon GmbH instead of to the liable party, the insured person must assign his civil liability claims to ZH Marathon GmbH in an amount equivalent to its expenditure.

## 8 Further provisions

A Claims superannuate 10 days after the event.

B The insured person may exclusively choose his Swiss place of residence or the domicile of ZH Marathon GmbH, Zurich as place of jurisdiction.

C Benefits wrongfully obtained from ZH Marathon GmbH shall be refunded to it, together with all resulting disbursements, within 30 days.

D The provisions of the Insurance Contracts Act VVG and Swiss law shall apply.