



# Advice to Travellers

## Important Phone Numbers

---

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them in an emergency or if **You** need to make a **Claim**.

### Chubb Assistance

For overseas medical emergencies please contact **Chubb Assistance** on:

Telephone: +48 22 263 97 72

(24 hours a day, 365 days a year)

### Chubb Claims

Telephone: +48 22 263 97 71 (Monday - Friday, from 8.00 to 18.00)

Email: [tap@broadspire.eu](mailto:tap@broadspire.eu)

### Chubb Customer Service

Telephone: +48 22 263 97 71

(Monday - Friday, from 8.00 to 18.00)

Email: [tap@broadspire.eu](mailto:tap@broadspire.eu)

## Helpful hints for your insurance

---

- Take copies of **Your** policy documents on **Trip Your Trip** with **You**;
- Report any **Loss** of theft to the hotel or local police within 24 hours and get a report from them;
- Keep **Valuables** safe (for example in a safety deposit box);
- Don't leave **Valuables** lying around or in view of other people;
- Leave yourself enough time to get to the airport, park, and get through security. Remember to allow time for delays in traffic or travel
- Contact **Us** if **You** have a change in health that may lead to **You** having to cancel or alter **Your Trip**
- Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy +48 22 263 97 71

## Immunisations

---

**You** may need extra immunisations when travelling **Abroad**. Check whether **You** do before

<https://polakzagranica.msz.gov.pl/>

## EHIC

---

If **You** are travelling to Europe (all EU countries plus Iceland, Liechtenstein, Norway & Switzerland) **You** should obtain a European Health Insurance Card (EHIC) and take it with **You** when **You** travel. This will allow **You** to benefit from the reciprocal health arrangements, which exist with these countries and, if **You** have a valid **Claim** for Medical Expenses under this Policy, **We** will not deduct the **Excess** where the cost of **Your Claim** has been reduced by **You** using **Your** EHIC.

**You** can get more information about the EHIC, apply or renew **Your** EHIC online at:

<https://www.ekuz.nfz.gov.pl/>

## Waiver

---

If **You** have a valid **Claim** for medical expenses under this Policy, which is reduced by **You**

- using an EHIC; or
- taking advantage of a reciprocal health agreement with **Poland**; or
- using **Your** private medical insurance at the point of treatment,

**We** will not deduct the excess.

## Polish Man Abroad

---



Please visit the 'Polak za granicą' website which, is supported by the Polish Ministry of Foreign Affairs and has been created to help travellers prepare for their **Trip** and stay safe overseas. Visit <https://polakzaganica.msz.gov.pl/> for their handy tips on what to prepare before travelling abroad. **You** can follow @PolakZaGranica on Twitter to keep up to date with the latest travel advice.

## Travel Advice

---

This Policy does not cover any **Trip** involving travel to areas where the Polish Ministry of Foreign Affairs has advised against travel. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website.

Type of insurance	Preconditions which obliges an insurance company to pay a benefit or a surrender value	Limitations and exclusions of an insurance company's liability which entitle an insurance company to refuse to pay a benefit or to reduce it
1. General provisions applying to all the insurance	Important Information (Persons Covered, Children, Trips Covered) Making a Claim Claim Conditions General Definitions	Table of Benefits Important Information (Trips Not Covered, The Cover We Provide, When Cover Will End Automatically, Automatic Extension of the Period of Insurance, Leisure Activities and Sports) General Exclusions
2. Cancellation	Section 1, What is covered	Section 1, What is not covered
3. Medical Expenses & Repatriation	Section 2, What is covered	Section 2, Special Conditions, points 1 and 3 Section 2, What is not covered
4. Hospital Benefit	Section 3, What is covered	Section 3, What is not covered
5. Travel Delay/Abandonment	Section 4, What is covered Section 4, Special Conditions, point 2	Section 4, Special Conditions, point 1 Section 4, What is not covered
6. Missed Departure	Section 5, What is covered Section 5, Special Conditions	Section 5, What is not covered
7. Curtailment	Section 6, What is covered	Section 6, What is not covered
8. Personal Effects and Baggage	Section 7, What is covered	Section 7, Special Conditions, point 6 Section 7, What is not covered
9. Loss of Passport / Identity Card / Driving Licence temporary replacement costs	Section 8, What is covered	Section 8, What is not covered
10. Personal Money	Section 9, What is covered	Section 9, What is not covered
11. Personal Accident	Section 10, What is covered	Section 10, Special Conditions Section 10, What is not covered
12. Personal Liability	Section 11, What is covered	Section 11, Special Conditions Section 11, What is not covered

13. Overseas Legal Expenses	Section 12, What is covered Section 12, Special Conditions, points 2 and 4	Section 12, What is not covered
-----------------------------	---	---------------------------------

## Contents

---

Advice to Travellers	2
Welcome	8
Table of Benefits	9
Important Information	10
How to Claim	10
How to withdraw from or terminate the Insurance Contract	10
General Conditions and General Exclusions	10
Persons Covered	10
Policy Definitions	10
Children	10
Trips Covered	10
Trips Not Covered	11
The Cover We Provide	11
When You Are Covered	11
When Cover Will End Automatically	11
Automatic Extension of the Period of Insurance	11
Leisure Activities and Sports	12
Chubb Assistance	15
Section 1 - Cancellation	16
Section 2 – Medical Expenses & Repatriation	17
Section 3 – Hospital Benefit	19
Section 4 – Travel Delay / Abandonment	19
Section 5 – Missed Departure	20
Section 6 –Curtailment	21
Section 7 – Personal Effects & Baggage	22
Section 8 – Loss of Passport / Identity card / Driving Licence	23
Section 9 – Personal Money	24
Section 10 – Personal Accident	25
Section 11 – Personal Liability	25
Section 12 – Overseas Legal Expenses	26
General Exclusions	29
Making a Claim	31
Claim Conditions	32
Complying with Special Conditions	32
Supplying Details & Documents	32
Your Duty to Avoid or Minimise a Claim	32
Protecting Property	32
Sending Us Legal Documents	32
Recourse claim	32
Things You Must Not Do	32
Recognising Our Rights	32

Paying Claims	33
<b>General Conditions</b>	<b>34</b>
Insurance Contract	34
Choice of Law	34
Compliance with Policy Requirements	34
The Insurance Premium; Changing the Amount of the Insurance Premium	34
Right to withdraw from Your Insurance Contract and termination of the Insurance Contract	34
Other taxes or costs	35
Misrepresentation and Non-Disclosure	35
Bank Charges	35
Complaints procedures	35
European Online Dispute Resolution Platform	36
<b>General Definitions</b>	<b>37</b>
<b>Data Protection</b>	<b>41</b>
<b>Contact Us</b>	<b>43</b>
<b>About Chubb</b>	<b>43</b>

# Welcome

## Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Certificate of Insurance and the information supplied when applying for this insurance, is the **Insurance Contract** between **You** and **Us**. Cover provided under this Policy is underwritten by Chubb European Group SE European company Branch in Poland, a Chubb Company (**Chubb/We/Us**).

This Policy pays benefits, if shown as **insured** on your **Certificate of Insurance**, in accordance with this Policy Wording, in the event that **You**:

- need to cancel **Your Trip** before it begins, or **You**:
- suffer illness or injury; or
- are delayed en route; or
- suffer **Loss** or damage to **Your Personal Property** or **Money** whilst on a **Trip**.

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Trip** where **Winter Sports** is the main reason for **Your** trip.

**You** (as specified in the Certificate of Insurance) and **Chubb** agree that **You** shall pay the premium as agreed. The Certificate of Insurance and this Policy Wording provides the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered the conclusion of the **Insurance Contract** and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the premium, and if **You** withheld any information **We** have asked for or if **You** provided us with misleading information, **Our** liability for consequences of the circumstances that have not been disclosed to us may be excluded.

**You** should check over the Policy Wording and Certificate of Insurance carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately, if anything is incorrect, as this could affect the insurance cover in the event of a **Claim**. **You** should keep these documents in a safe place. **You** must tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect the insurance cover, even if **You** do not think a change is significant. **We** will issue a new Certificate of Insurance each time a change is agreed.



---

Country President  
Chubb European Group SE  
European company Branch in Poland



# Table of Benefits

(Your Chosen Plan Type Is Shown On Your Certificate of Insurance)

Section	Travel Insurance Including Cancellation	Travel Insurance Excluding Cancellation	Cancellation Insurance	Excess <sup>1</sup>
1. Cancellation	Flight Cost <sup>2</sup> plus up to PLN 2,250 for unused travel costs	No Cover	Flight Cost <sup>2</sup> plus up to PLN 2,250 for unused travel costs	✓
2. Medical Expenses & Repatriation				
A.				
i. and ii. Medical Expenses & Emergency Repatriation Expenses	In Europe: up to PLN 1,000,000 Worldwide: PLN 2,000,000	In Europe: up to PLN 1,000,000 Worldwide: PLN 2,000,000	No Cover	✓
iii. Travel Expenses	PLN 265 per day up to a Max of PLN 2,650	PLN 265 per day up to a Max of PLN 2,650		✓
B. Accompanying Traveller Expenses	PLN 265 per day up to a Max of PLN 2,650	PLN 265 per day up to a Max of PLN 2,650	No Cover	✓
C. Cremation Burial or Transportation of Mortal Remains Charges	up to PLN 22,250	up to PLN 22,250	No Cover	✓
D. Emergency Dental Treatment	up to PLN 1,000	up to PLN 1,000	No Cover	✓
3. Hospital Benefit	PLN 65 for each full 24 hours up to a Max of PLN 3,250	PLN 65 for each full 24 hours up to a Max of PLN 3,250	No Cover	✗
4. Travel Delay/Abandonment				
A. Each complete 12 hour period	PLN 330 up to a Max of PLN 1,320	PLN 330 up to a Max of PLN 1,320	No Cover	✗
B. Abandonment	In Europe: up to PLN 2,250 Worldwide: PLN 4,500	In Europe: up to PLN 2,250 Worldwide: PLN 4,500	No Cover	✓
5. Missed Departure	up to PLN 1,000	up to PLN 1,000	No Cover	✓
6. Curtailment	In Europe: up to PLN 2,250 Worldwide: PLN 4,500	In Europe: up to PLN 2,250 Worldwide: PLN 4,500	In Europe: up to PLN 2,250 Worldwide: PLN 4,500	✓
7. Personal Effects and Baggage				
A. Loss, damage or theft	up to PLN 4,500	up to PLN 4,500	No Cover	✓
Single item limit	up to PLN 1,100	up to PLN 1,100	No Cover	
Valuables in total			No Cover	
Sports equipment in total			No Cover	
B. Delayed Baggage	up to PLN 900 after 12 hours delay	up to PLN 900 after 12 hours delay	No Cover	✗
8. Loss of Passport / Identity Card / Driving Licence temporary replacement costs	up to PLN 1,100	up to PLN 1,100	No Cover	✗
9. Personal Money	up to PLN 1,300	up to PLN 1,300	No Cover	✓
10. Personal Accident	PLN 45,000	PLN 45,000	No Cover	✗
11. Personal Liability	up to PLN 1,000,000	up to PLN 1,000,000	No Cover	✓
12. Overseas Legal Expenses	up to PLN 44,500	up to PLN 44,500	No Cover	✗

<sup>1</sup> A PLN 250 excess applies to each benefit section per person as highlighted in the table above. However, under Section 1. Cancellation, the excess is 10% of the applicable Claim amount, subject to a minimum of PLN 250.

<sup>2</sup> Flight Cost means the total cost of Your flight as shown on Your flight booking confirmation.

The table above shows the maximum amounts that are covered under the Policy per Person Insured.

# Important Information

## How to Claim

---

Guidance on how to make a **Claim** under this Policy is detailed on pages 30 in this Policy Wording.

## How to withdraw from or terminate the Insurance Contract

---

Guidance on how to withdraw from or terminate the **Insurance Contract** is detailed on pages 33 in this Policy Wording.

## General Conditions and General Exclusions

---

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 28 to 29 and 33 to 35 in this Policy Wording.

## Persons Covered

---

All **Persons Insured** under the **Insurance Contract** must be:

1. permanently resident in **Poland** and be in **Poland** at the time of concluding the **Insurance Contract**; and
2. 64 years of age or under at the time of concluding the **Insurance Contract**.

## Policy Definitions

---

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 36 to 39 in this Policy Wording.

## Children

---

**Children** will only be covered when they are travelling with an adult named under **Person(s) Insured** on the Certificate of Insurance.

## Trips Covered

---

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

1. Travel Insurance including Cancellation and Travel Insurance excluding Cancellation

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance, as long as **You** have booked a return flight to **Your** country of origin before you depart for **Your Trip**.

2. Cancellation Insurance
  - a. Round **Trip**  
A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance.
  - b. One way **Trip**  
A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance but has no scheduled return date.

## Trips Not Covered

---

We will not cover any **Trip**

- which involves manual work of any description;
- where **Winter Sports** is the main reason for **Your** trip;
- which involves **You** travelling on a **Cruise**;
- which involves **You** travelling specifically to obtain medical, dental or cosmetic treatment;
- when **You** have been advised not to travel by **Your Doctor**
- **You** have received a terminal prognosis;
- where, on the date it is booked (or commencement of the **Period of Insurance** if later), **You** or **Your Travelling Companion** are aware of any reason why it might be cancelled or **Curtailed**, or any other circumstance that could reasonably be expected to result in a **Claim** under the **Insurance Contract**;
- involving travel to areas where the Polish Ministry of Foreign Affairs has advised against 'all travel' or 'all but essential travel'. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website <https://www.gov.pl/web/dyplomacja/informacje-dla-podrozujacych>

## The Cover We Provide

---

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 9 in this Policy Wording.

## When You Are Covered

---

1. Cancellation cover under Section 1 begins when a **Trip** is booked, or from the commencement date and time stated in the Certificate of Insurance, whichever is later. It ends when **You** leave to start **Trip**.
2. Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance**.

## When Cover Will End Automatically

---

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

1. Travel Insurance including Cancellation and Travel Insurance excluding Cancellation  
All cover will end when the **Period of Insurance** ends.
2. Cancellation Insurance
  - a. Round **Trip**  
All cover will end when the **Period of Insurance** ends.
  - b. One way **Trip**  
All cover will end 24 hours after **You** start **Your Trip**.

## Automatic Extension of the Period of Insurance

---

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** insurance coverage will automatically be extended at no extra charge for:

- up to 14 days if any **Public Transport** in which **You** are booked to travel as a ticket-holding passenger is unexpectedly delayed, cancelled or **Curtailed** because of **Adverse Weather**, industrial action, or mechanical breakdown; or
- up to 30 days (or any longer period agreed by **Us** in writing before this automatic extension expires) if **You** cannot return home **Due To**:
  - **You** being injured or becoming ill or being quarantined during a **Trip**
  - **You** being required to stay on medical advice with another **Person Insured** named on **Your** Certificate of Insurance who is injured or becomes ill or is quarantined during a **Trip**.

## Leisure Activities and Sports

---

**You** are automatically covered when participating in any of the leisure activities or sports listed in this section, on a recreational basis during **Your Trip**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/ recognised safety equipment;
3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers;
4. **You** are not racing or competing in or practising for speed or time trials of any kind; and
5. It is not the main reason for **Your Trip**.

### Important Note

If a leisure activity or sport is not listed then **We** will not provide cover under the **Insurance Contract**.

- Archery (provided supervised by a qualified person)
- Arm wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding
- Bowls
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling
- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)
- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided **You** wear a crash helmet)
- Golf
- Handball
- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and **You** travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)

- In line skating
- Javelin
- Jet skiing
- Korfbal
- Lacrosse
- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided **You** wear a crash helmet, and hold a full (and not provisional) Polish motorcycle licence if **You** are in control of the motorcycle
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Roller skating
- Roller blading
- Rounders
- Rowing (on inland waters only)
- Running (recreational)
- Safari (camera only and professionally organised)
- Sail boarding
- Sailing or yachting (inland and coastal waters only)
- Scuba diving (to a depth not exceeding 18m and provided that **You** are either accompanied by a qualified instruction, or **You** are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Triple jump
- Tug of war
- Twirling
- Volleyball
- Water polo
- Water skiing
- Wind surfing

Please refer to the relevant exclusions under each Section of **Your** Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 11 - Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.

# Chubb Assistance

**Chubb Assistance** can provide a range of assistance and medical related services during **You are Trip Abroad**. Please make sure **You** have details of the **Insurance Contract**, including the Certificate of Insurance number and **Period of Insurance** when **You** call.

To contact **Chubb Assistance** please call: **+48 22 263 97 72**

## Medical Emergency and Referral Services

---

If **You** are injured or become ill **Abroad** **You** must contact **Chubb Assistance** immediately if **You** need hospital in-patient treatment, specialist treatment, medical tests, scans or to be brought back to **Poland**.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative must contact **Chubb Assistance** as soon as possible.

In order to use the services of **Chubb Assistance** detailed in this section it is necessary to contact **Chubb Assistance**.

**Chubb Assistance** - Medical Emergency and Referral Services can help with:

- A. Payment of bills - if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor(s)** will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to **Poland** - if the **Doctor** appointed by **Chubb Assistance** believes treatment in **Poland** is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Trip**.
- C. Provision of medical advice –
  - i) if **You** require emergency consultation or treatment **Abroad**, **Chubb Assistance** will provide the names and addresses of local **Doctors**, hospitals, clinics and dentists, and its panel of **Doctors** will provide telephone medical advice.
  - ii) if necessary **Chubb Assistance** will make arrangements for a **Doctor** to call, or for **You** to be admitted to hospital.
- D. Unsupervised **Children** - if a **Child** is left unsupervised on a **Trip Abroad** because **You** are hospitalised or incapacitated, **Chubb Assistance** may organise their return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

## 2. Personal Assistance Services

---

- The services under this Section are provided by **Chubb Assistance** and are only available during a **Trip Abroad**.
- These are services making use of **Chubb Assistance's** wide experience and contacts. Any costs incurred, for example for message relay, must be reimbursed to **Chubb Assistance** unless they form part of a successful **Claim** under an appropriate Section of this Policy.

**Chubb Assistance** – Personal Assistance Services can help with:

- A. **Transfer of emergency funds**  
Transfer of emergency funds up to PLN 1,000 per **Trip** if access to normal financial/ banking arrangements are not available locally. In order to reimburse **Chubb Assistance** **You** must authorise **Chubb Assistance** to debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account. If the emergency transfer is needed **Due To** theft or **Loss** of personal money, a **Claim** may be made under the **Insurance Contract**.

- B. **Message relay**  
Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.
- C. **Replacement travel documents**  
Assistance with the replacement of **Lost** or stolen tickets and travel documents, and referral to suitable travel offices. **Chubb Assistance** will not pay for any item.
- D. **Emergency translation facility**  
A translation service if the local provider of an assistance service does not speak Polish.
- E. **Legal help**  
Referral to a local Polish or English speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

<b>SECTION 1 - 12 ONLY APPLY IF SHOWN AS INSURED ON YOUR CERTIFICATE OF INSURANCE</b>
---

## Section 1 - Cancellation

### What is covered

---

**We** will refund **Your** unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting **Your Trip**), which **You** have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a **Trip**  
**Due To:**

1. **You or Your Travelling Companion(s)**
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**;  
provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.
2. **Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague** or someone **You** have arranged to stay with **on Your Trip**:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or  
suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics);  
provided that such reasons for cancellation are confirmed by a **Doctor**.
3. the police requiring **You or Your Travelling Companion's** presence following a burglary or attempted burglary at **Your or Your Travelling Companion's** home.
4. serious fire storm or flood damage to **Your or Your Travelling Companion's** home, provided that such damage occurs within the 7 days immediately prior to commencement of **Your Trip**.
5. the compulsory jury service or subpoena of **You or Your Travelling Companion**
6. **You or Your Travelling Companion** being made redundant from a permanent contract of employment.



## What is not covered

---

1. Any **Claim Due To**
  - A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;
  - B. any expenses incurred as a result of the imposition of any law, regulation or order made by any public authority or government which impacts **Your Trip** (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people);
  - C. jury service or subpoena if **You** or **Your Travelling Companion** are called as an expert witness or where **You** or their occupation would normally require a Court attendance;
  - D. redundancy where **You** or **Your Travelling Companion**:
    - i) were unemployed or knew that **You** or they may become unemployed, at the time the **Trip** was booked;
    - ii) are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
    - iii) are self-employed or a contract worker;
  - E. any adverse financial situation causing **You** to cancel **Your Trip**, other than reasons stated within the section 'What is covered'.
  - F. **You** or **Your Travelling Companion(s)** deciding that **You** do not want to travel, unless that reason for not traveling is stated within the section 'What is covered'.
  - G. The failure to obtain the necessary passport, visa or permit for **Your Trip**.
2. Any loss, charge or expense **Due To**:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
  - B. prohibitive regulations by the government of any country.
3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.
4. The **Excess**.

## Section 2 – Medical Expenses & Repatriation

### What is covered

---

If during a **Trip Abroad You**:

1. are injured; or
2. become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Trip Abroad**);

**We** will pay up to the amount stated in the Table of Benefits for:

- A. i) **Medical Expenses**  
All reasonable costs that it is medically necessary to incur outside of **Poland** for hospital, ambulance surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;

- ii) Emergency Repatriation Expenses  
All reasonable costs that it is medically necessary for **Chubb Assistance** to incur to return **You** to **Your** home in **Poland**; or to move **You** to the most suitable hospital in **Poland**; if it is medically necessary to do so.
- iii) Travel Expenses  
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, if it is medically necessary for **You** to stay **Abroad** after **Your** scheduled date of return to **Poland**, including travel costs back to **Poland** if **You** cannot use **Your** original return ticket.
- B. Accompanying Traveller Expenses  
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, by any one other person if required on medical advice to accompany **You** or to escort a **Child** home to **Poland**.
- C. Cremation Burial or Transportation Charges if **You** die **Abroad**
  - i) cremation or burial charges in the country in which **You** die; or
  - ii) transportation charges for returning **Your** body or ashes back to **Poland**.
- D. Emergency Dental Treatment  
All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only, outside of **Poland**.

### Special Conditions

---

1. If **You** are injured or become ill **Abroad** **You** must follow the procedure detailed under 'Making a Claim' on page 30 of this Policy.
2. **Chubb Assistance** may:
  - A. move **You** from one hospital to another; and/or
  - B. return **You** to **Your** home in **Poland**; or move **You** to the most suitable hospital in **Poland**; at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.
3. Additional travel and hotel expenses must be authorised in advance by **Chubb Assistance**.
4. All receipts must be kept and provided to support a **Claim**.

### What is not covered

---

1. Any **Claim Due To** any pre-existing medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later);
2. Any treatment or surgery or exploratory tests:
  - A. not confirmed as medically necessary; or
  - B. not directly related to the injury or illness that **You** were admitted to hospital for.
3. Surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating **You** until **You** return to **Poland**.
4. Any costs incurred following **Your** decision not to move hospital or return to **Poland** after the date when, in the opinion of **Chubb Assistance**, **You** should do so.
5. Cosmetic surgery.
6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
7. Any medical treatment that **You** travelled **Abroad** to obtain.
8. Medication **You** are taking before, and which **You** will have to continue taking during, a **Trip**.
9. Any expenses incurred in **Poland**.

10. Any additional travel and accommodation expenses incurred which have not been authorised in advance by **Chubb Assistance**.
11. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
12. Any additional costs for single or private room accommodation.
13. Cremation or burial costs in **Poland**.
14. The cost of medical or surgical treatment of any kind received by a **Person Insured** later than 52 weeks from the date of the accident or commencement of the illness.
15. The **Excess**, except where **You** have obtained a reduction in the cost of medical expenses by using a European Health Insurance Card (EHIC) in the European Union, (including Iceland, Liechtenstein, Norway & Switzerland) if **You** require medical treatment whilst in the country.
16. Any **Claim** when **You** have travelled against the advice of **Your Doctor**.
17. Any complication in pregnancy that was known by **You** at the time of travel.

## Section 3 – Hospital Benefit

### What is covered

---

If **You** are admitted to a hospital as an in-patient during a **Trip Due To** injury or illness for which **You** have a valid **Claim** under Section 2 – Medical Expenses & Repatriation, **We** will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits.

### What is not covered

---

**We** will not pay for time **You** spend in an institution not recognised as a hospital in the country of treatment.

## Section 4 – Travel Delay / Abandonment

### What is covered

---

If **You** are delayed for at least 12 hours on **Your** outbound international journey or the final part of **Your** international return Trip because the scheduled departure of **Public Transport** is affected by a strike; industrial action; **Adverse Weather**; mechanical breakdown or grounding of an aircraft **Due To** mechanical or structural defect, **We** will either:

- A. pay the Travel Delay benefit stated in the Table of Benefits; or
- B. if **You** abandon **Your Trip** after a delay of at least 24 hours of the scheduled outbound international departure, **We** will refund **Your** unused travel and accommodation costs up to the amount stated in the Table of Benefits that **You** have paid or are contracted to pay and which cannot be recovered from any other source.

### Special Conditions

---

1. **You** can only **Claim** under item A or item B above, not both.
2. **You** must:
  - A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
  - B. comply with the travel agent, tour operator and transport providers contract terms; and
  - C. provide **Us** with written details from the **Public Transport** operator describing the length of, and reason for, the delay; and
  - D. allow reasonable time to arrive at **Your** departure point on time.

## What is not covered

---

1. Any **Claim Due To**:
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before **You** arranged this insurance;
  - C. any journey by **Public Transport** commencing and ending in country of departure.
2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
3. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Trip**.
4. Any **Claim Due To Your** not allowing sufficient time for the journey.
5. Any **Claim Due To**:
  - A. **You** travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
6. Any expenses that:
  - A. **You** can recover from any tour operator, airline, hotel or other service provider;
  - B. **You** would normally have to pay during **Your Trip**.
7. Any **Claim** for Travel Abandonment caused by volcanic ash.
8. The **Excess**, if a **Trip** is abandoned.

## Section 5 – Missed Departure

### What is covered

---

**We** will pay up to the amount stated in the Table of Benefits for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

1. **Your** scheduled destination **Abroad** if, on **Your** outbound journey, **You** arrive too late at **Your** final point of international departure to board the **Public Transport** on which **You** are booked to travel; or
2. **Poland** if, on **Your** return journey, **You** arrive too late at **Your** final point of international departure to board the **Public Transport** on which **You** are booked to travel.;

### **Due To:**

1. the car/taxi **You** are travelling in breaking down or being involved in an accident; or
2. the **Public Transport You** are travelling in failing to arrive on schedule.

### Special Conditions

---

1. **You** must:
  - A. provide evidence of all the extra costs **You** incurred
  - B. allow reasonable time to arrive at **Your** departure point on time
  - C. for car breakdown/accident provide **Us** with:
    - i) a written report from the vehicle breakdown service or garage that assisted **You** during the incident; or
    - ii) reasonable evidence that the vehicle used for travel was roadworthy, properly maintained and broke down at the time of the incident
  - D. for late arrival of **Public Transport** provide **Us** with:

- i) reasonable evidence of the published time of arrival and the actual time of arrival.

## What is not covered

---

1. Any **Claim Due To:**
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before **You** arranged this insurance or booked **Your Trip**, whichever is the later.
2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
3. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Trip**.
4. Any **Claim Due To You** not allowing sufficient time for the journey.
5. Any **Claim Due To:**
  - A. **You** travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
6. Any expenses that:
  - A. **You** can recover from any tour operator, airline, hotel or other service provider;
  - B. **You** would normally have to pay during **Your Trip**.
7. The **Excess**

## Section 6 – Curtailment

### What is covered

---

#### We will pay:

- A. unused accommodation costs (including excursions pre-booked and paid for before starting **Your Trip**, which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in **Poland**.

up to the amount shown in the Table of Benefits, if it becomes necessary to, **Curtail a Trip Due To:**

1. **You, Your Travelling Companion(s)**
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
2. **Your Immediate Family Member** or **Close Business Colleague** or **Your Travelling Companion's Immediate Family Member** or **Close Business Colleague** or someone **You** have arranged to stay with on **Your Trip**:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or

- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Qualified Medical Practitioner who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**;

provided that such **Curtailement** is confirmed as medically necessary by the treating **Doctor**.

- 3. The police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **You** or **Your Travelling Companion's** home
- 4. Serious fire storm or flood damage to **You** or **Your Travelling Companion's** home; provided that such damage occurs after **Your Trip** commences.

### What is not covered

---

- 1. Any **Claim Due To**
  - A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtaile Your Trip**;
  - B. any adverse financial situation causing **You** to **Curtaile Your Trip**;
  - C. **You** or **Your Travelling Companion(s)** deciding that **You** do not want to remain on **Your Trip**.
- 2. Any loss, charge or expense **Due To**:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to **Curtaile** a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
- 5. The **Excess**.

## Section 7 – Personal Effects & Baggage

### What is covered

---

- A. **Loss**, damage or theft  
If **Personal Property** is **Lost**, damaged or stolen during **Your Trip**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Table of Benefits.
- B. Delayed Baggage  
If **Personal Property** is **Lost** or misplaced for at least 12 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Table of Benefits to reimburse **You** for the cost of essential items of clothing, medication, toiletries and **Mobility Aids** that **You** have to purchase.

### Special Conditions

---

- 1. **You** must take reasonable care to keep **Your Personal Property** safe. If **Your Personal Property** is **Lost** or stolen **You** must take all reasonable steps to get it back.
- 2. **Valuables** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.

3. If **Your Personal Property** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the written police report.
4. **Loss**, theft or damage to **Personal Property** in the custody of an airline or other carrier must be reported in writing to the airline or other carrier within 24 hours of discovery and **We** must be provided with a copy of the original written airline or carrier's Property Irregularity report;
5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
6. If **You** have been paid for emergency purchases of essential items and **You** then also **Claim** for **Loss**, damage or theft of **Personal Property** resulting from the same item, cause or event, the amount paid to **You** for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

### What is not covered

---

1. More than the amount stated in the Table of Benefits for:
  - A. a single item, pair or set, or part of a pair or set;
  - B. **Valuables** in total;
  - C. sports equipment in total
2. **Loss** or theft of **Valuables** left **Unattended** unless contained in a locked safe or safety deposit box.
3. **Loss** or theft of any **Personal Property** (other than **Valuables**) left **Unattended** unless:
  - A. contained in
    - i) a locked room; or
    - ii) a locked safe or safety deposit box; or
    - iii) the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view; and there is evidence of forced entry to the room, safe, safety deposit box or car, or the car has been stolen;
  - B. in the custody or control of an airline or other carrier.
4. **Loss**, theft or damage to:
  - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
  - B. sports equipment whilst being used, vehicles or their accessories (other than **Mobility Aids**), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;
  - C. business equipment, business goods, samples, business **Money**, tools of trade or any other item used in connection with **Your** business, trade or occupation;
5. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.
6. Delay, detention, seizure or confiscation by customs or other officials.
7. The **Excess** (not applicable to delayed baggage **Claims**).

## Section 8 – Loss of Passport / Identity card / Driving Licence

### What is covered

---

If **Your** passport/Identity card and/or driving licence is **Lost**, destroyed or stolen while **You** are on a **Trip Abroad**, **We** will pay up to the amount stated in the Table of Benefits to cover the cost of:

1. getting any temporary replacement documents needed to enable **You** to return to **Poland** including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Trip** to obtain such documents; and
2. the replacement passport or/Identity card or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was **Lost**, destroyed or stolen.

### Special Conditions

---

1. **You** must take reasonable care to keep **Your** passport/Identity card and/or driving licence safe. If **Your** passport/Identity card and/or driving licence is **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Your** passport/Identity card and/or driving licence must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your** passport/ Identity card and/or driving licence is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

### What is not covered

---

1. **Loss** or theft of any passport/Identity card or driving licence left **Unattended** unless contained in a locked safe or safety deposit box.
2. Delay, detention, seizure or confiscation by customs or other officials.

## Section 9 – Personal Money

### What is covered

---

**We** will pay up to the amount stated in the Table of Benefits if **Money** held by **You** for **Your** own personal use is **Lost** or stolen during a **Trip** whilst:

1. being carried by **You**; or
2. left in a locked safe or safety deposit box.

### Special Conditions

---

1. **You** must take reasonable care to keep **Your Money** safe. If **Your Money** is **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Your Money** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your Money** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

### What is not covered

---

1. More than the amount stated in the Table of Benefits for cash.
2. **Loss** or theft of **Money** left **Unattended** unless contained in a locked safe or safety deposit box.
3. Delay, detention, seizure or confiscation by customs or other officials.
4. Traveller's cheques:
  - A. unless the **Loss** or theft is reported immediately to the local branch or agent of the issuing company;
  - B. if the issuing company provides a replacement service.



5. Depreciation in value or shortage **Due To** any error or omission.
6. The **Excess**.

## Section 10 – Personal Accident

### What is covered

---

If **You** suffer physical injury caused by an **Accident** during a **Trip** which, within 12 months, directly results in **You**:

1. Death; or
2. **Loss of Sight**; or
3. **Loss of Limb**; or
4. **Permanent Total Disablement**.

**We** will pay the appropriate benefit stated in the Table of Benefits.

### Special Condition

---

**We** will not pay more than one benefit for the same physical injury.

### What is not covered

---

Death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disablement Due To** disease or any physical defect, injury or illness which existed before the **Trip**.

## Section 11 – Personal Liability

### What is covered

---

**We** will cover **You** up to the Limit of Liability stated in the Table of Benefits against all sums which **You** are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death illness or disease) to any person;
  2. accidental loss of or damage to material property;
- which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Table of Benefits. **We** will in addition pay **Costs and Expenses**.

**Costs and Expenses** shall mean:

1. all costs and expenses recoverable by a claimant from **You**;
2. all costs and expenses incurred with **Our** written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, **Costs and Expenses** described in 1., 2., and 3. above are deemed to be included in the Limit of Liability for this Section.

### Special Condition

---

**We** may at **Our** sole discretion in respect of any occurrence or occurrences covered by this Section pay to **You** the Limit of Liability stated in the Table of Benefits applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the **Claim(s)** arising from such occurrence(s) can be settled.

## What is not covered

---

Cover for any liability:

1. in respect of bodily injury to any person who is:
  - A. under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
  - B. a member of **Your** family.
2. assumed by **You** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
3. in respect of loss of or damage to property:
  - A. belonging to **You**;
  - B. in **Your** care custody or control.However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by **You** in the course of the **Trip**.
4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - A. the carrying on of any trade, business or profession;
  - B. the ownership, possession or use of:
    - i) horse-drawn or mechanically propelled vehicles;
    - ii) any aerospace device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel;
    - iii) firearms (other than sporting guns);
    - iv) arising from the occupation or ownership of any land or building other than any building temporarily occupied by **You** in the course of a **Trip**.
5. in respect of activities or volunteer work organised by or when the individual is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation except where no other insurance or cover is available.
6. in respect of punitive or exemplary damages.
7. in respect of the **Excess**.

## Section 12 – Overseas Legal Expenses

### What is covered

---

If during a **Trip You** sustain bodily injury or illness which is caused by a third party **We** will pay up to the amount stated in the Table of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

### Special Conditions

---

1. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
2. **We** shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **Us**. Within the European Union, **You** do not have to accept the **Legal Representatives** chosen by **Us**. **You** have the right to select and appoint **Legal Representatives** after legal proceedings have commenced subject to **Our** agreement to the **Legal Representatives'** fee or charging rates. If there is a disagreement over this choice of **Legal**

**Representatives** You can propose **Legal Representatives** by sending Us the proposed **Legal Representatives**' name and address. We may choose not to accept Your proposal but only on reasonable grounds. We may ask the ruling body for **Legal Representatives** to nominate alternative **Legal Representatives**. In the meantime, We may appoint **Legal Representatives** to protect Your interests.

3. You must co-operate fully with the **Legal Representatives** and ensure that We are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party. If it is legally permissible under the laws of the country where the dispute arises, We are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this Insurance. On request You will give to the **Legal Representatives** any instructions necessary to ensure such access.
4. Our authorisation to incur **Legal Expenses** will be given if You can satisfy Us that:
  - A. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
  - B. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of Our own advisers.
5. If there is any dispute, other than in respect of the admissibility of a **Claim** on which Our decision is final, the dispute will be referred to a single arbitrator who will be either an advocate or a legal advisor agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in Our favour, Your costs shall not be recoverable under the Insurance.
6. If it is legally permissible under the laws of the country where the dispute arises, We may at Our discretion assume control at any time of any **Claim** or legal proceedings in Your name for damages and/or compensation from a third party.
7. If it is legally permissible under the laws of the country where the dispute arises, We may at Our discretion offer to settle a counter-claim against You which We consider to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
8. Where settlement has been made to You without legal costs being apportioned, We will determine how much of that settlement should be apportioned to legal costs and expenses and paid to Us.
9. If a conflict of interest arises, where We are also the insurers of the third party or proposed defendant to the **Claim** or legal proceedings, You have the right to select and appoint other **Legal Representatives** in accordance with the terms of this Insurance.
10. If at Your request **Legal Representatives** cease to continue acting for You, We shall be entitled to withdraw cover immediately or agree with You to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

## What is not covered

---

1. Any **Claim** where it is Our opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**.
2. **Legal Expenses** incurred before receiving Our prior authorisation in writing.
3. **Legal Expenses** incurred in connection with any criminal or wilful act on Your part.
4. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter-claim.

5. Fines, penalties compensation or damages imposed by a court or other authority.
6. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
  - A. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
  - B. **Us** or **Our** agents; or
  - C. **Your** employer.
7. Actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
8. **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
9. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements.
10. **Legal Expenses** incurred where **You** have:
  - A. failed to co-operate fully with and make sure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
  - B. settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
11. **Legal Expenses** incurred after **You** have not:
  - A. accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Us**; or
  - B. accepted an offer from **Us** to settle a **Claim**.
12. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

# General Exclusions

Exclusions that apply to the whole Policy.

**We** will not pay any **Claims** which would result in **Us** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Poland** or United States of America.

Applicable to US Persons only: the insurance cover for a **Trip** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any **Claim** from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the **Claim**. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

**You** should contact **Us** on for clarification of the insurance cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Poland** or United States of America.

**We** will not be liable to make any payment under this Policy where:

1. **Persons Covered**

**You** do not meet the criteria detailed under Important Information on page 10 of this Policy.

2. **Children travelling alone**

**You** are a **Child** travelling or booked to travel without an adult **Person Insured** named in the Certificate of Insurance.

3. **Trips not covered**

**Your Trip** is described under "Trips Not Covered", on page 11 of this Policy.

4. **any Claim is Due To:**

A. **Not taking medication or treatment**

a **Person Insured** unjustifiably choosing not to take medication or other recommended treatment as prescribed or directed by a **Doctor**.

B. **Tropical disease where not vaccinated**

a tropical disease where the **Person Insured** has not had the vaccinations or taken the medication recommended by the State Sanitary Inspection or required by the authorities in the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medication, on medical grounds.

C. **Anxiety state or phobia**

a **Person Insured** suffering from any travel-related anxiety state, or phobia.

D. **Excluded leisure activities or sports**

**You** taking part in any of the following while on **Trip**:

- i) any leisure activities or sports not specifically covered under "Leisure Activities & Sports"
- ii) any leisure activities or sports in a professional capacity or for financial reward or gain
- iii) air travel unless **You** are travelling as a fare paying passenger on a flight which is provided by a licensed airline or air charter company

F. **Currency**

Currency exchange, including but not limited to any loss of value or currency conversion fees.

G. **Illegal Acts**

**You** committing or attempting to commit a crime.

H. **Alcohol/drugs**

i) **Alcohol**

**You** drinking too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect **You** to avoid alcohol on **Trip**, but **We** will not cover any **Claims** arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a **Claim** as a

result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a **Doctor** has caused or contributed to the bodily injury).

- ii) **Drugs**  
**You** taking any drugs in contravention of the laws applicable to the country **You** are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country **You** are travelling to.

**I. Suicide/self-injury**

- i) **You** suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of **Your** mental health; or
- ii) **You** needless self-exposure to danger or where **You** have acted in a manner contrary to visible warning signs except in an attempt to save human life.

**J. Radiation**

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

**K. Sonic waves**

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

**L. War**

**War** or any act of **War** whether **War** is declared or not.

**M. Financial Failure**

The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

**N. Intentional conduct and gross negligence**

Damage caused intentionally or due to gross negligence, unless the payment of compensation in case of damage caused by **Your** gross negligence is in line with the equitable principle.

**O. Communicable Disease**

Any actual or suspected **Communicable Disease** which results in restrictions impacting **Your Trip** being introduced or made by any travel or accommodation provider or any government or governmental body. This **Policy Exclusion** does not apply to **Claims** for **Medical Expenses** and **Repatriation Expenses**.

**P. Any expenses which are recoverable (whether successful or not) by an Insured Person from:**

- a. any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or
- b. any compensation scheme.

# Making a Claim

Conditions that apply to the whole Policy.

1. If **You** are injured or become ill **Abroad** and need:
  - A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to **Poland You** must contact **Chubb Assistance** immediately on:  
**+48 22 263 97 72.**  
If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If **Chubb Assistance** are not contacted due to **Your** wilful misconduct or gross negligence, any expense incurred by **You** that would otherwise not have been incurred had **Chubb Assistance** been contacted will be deducted from **Your Claim**
  - B. medical treatment other than under A. above - **You** must follow the procedure detailed under condition 2. below. **You** can make use of the services provided by **Chubb Assistance**, as appropriate (these are detailed on pages 14-15 of this Policy).
2. All other **Claims**  
**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.  
A personal representative can do this for **You** if **You** cannot.  
**We** can be contacted at:  
Email: tap@broadspire.eu  
Tel: **+48 22 263 97 71**

## Reporting Lost, Stolen or Damaged Property

1. **Lost** or stolen **Personal Property, Money**, passport/Identity Card or driving licence.  
**You** must make every reasonable effort to obtain a police report within 24 hours of discovery.
  - If **Lost** or stolen from a hotel, **You** must make every reasonable effort to notify the hotel management; and
  - If the **Money You** have **Lost** or had stolen includes travellers cheques, **You** must make every reasonable effort to notify the local branch or agent of the issuing company; and
  - **You** may be asked to provide **Us** with a copy of the original written reports.
2. **Personal Property Lost**, stolen or damaged whilst in the custody of an airline or other carrier.  
**You** must notify the airline or other carrier in writing within 24 hours of discovery and provide **Us** with a copy of the original Property Irregularity Report.

# Claim Conditions

## Complying with Special Conditions

---

**You** must comply with the Special Conditions detailed in the relevant Section of this Policy.

## Supplying Details & Documents

---

**You** may be asked to supply information, evidence and receipts including medical certificates signed by a **Doctor**, police reports and other reports.

## Your Duty to Avoid or Minimise a Claim

---

**You** and each **Person Insured** must take ordinary and reasonable care to safeguard against **Loss**, damage, **Accident**, injury or illness as though **You** were not insured. If **We** believe **You** contributed to **Loss** or damage, the **Claim** may not be paid in full. The items insured under this Policy must be maintained in good condition.

## Protecting Property

---

**You** must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

If **You** are grossly negligent or intentionally fail to use the measures referred to above, **Our** liability for the further **Loss** or damage resulting from **Your** negligence may be excluded.

## Sending Us Legal Documents

---

**You** may be asked to send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim**.

## Recourse claim

---

As of the day **We** paid the compensation, **Your** claim against the third party liable for the damage is transferred by force of law to **Us** up to the amount of the compensation paid. If **We** covered only part of the damage, **You** have priority of satisfaction of the remaining part over **Our** claim. Any claim against a person with whom **You** live in a common household will not be transferred to **Us**, unless they caused the damage intentionally.

## Things You Must Not Do

---

**You** must not do the following without **Our** written agreement:

1. admit liability, or offer or promise to make any payment; or
2. sell or otherwise dispose of any item or property for which a **Claim** is being made.

## Recognising Our Rights

---

**You** and each **Person Insured** must recognise **Our** right to:

1. choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, **Lost** or stolen;
2. inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
3. settle all **Claims** in Polish Zloty;
4. be reimbursed within 30 days for any costs or expenses that are not insured under the **Insurance Contract**, which **We** pay to **You** or on **Your** behalf;
5. ask **You** to provide **Us** with original medical certificates where required before paying a **Claim**;
6. request and carry out a medical examination and insist on a post-mortem examination, if this is reasonable and the law allows **Us** to ask for one, at **Our** expense.



## Paying Claims

---

### 1. **Death**

**We** will pay the **Claim** to the one or more persons indicated by **You**. If **You** did not indicate such person or persons, the following persons are entitled to receive the **Claim**:

- **Your** spouse, and if there is none
- **Your** children (in equal parts), and if there are none
- **Your** parents (in equal parts), and if there are none
- **Your** brothers and sisters (in equal parts) and if there are none
- **Your** other statutory successors.

### 2. **All other Claims**

- A. If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- B. If **You** are aged under 18 years and covered under the **Insurance Contract** as the **Partner** of a **Person Insured**, **We** will pay the **Claim** to **Your Partner** for **Your** benefit. In all other circumstances **We** will pay the appropriate benefit amount to **Your Parent** or **Legal Guardian** for **Your** benefit. **Your Partner's** or **Parent** or **Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

# General Conditions

Conditions that apply to the whole Policy.

## Insurance Contract

---

This Policy, the Certificate of Insurance and any information provided in **Your** application will be read together as one **Insurance Contract**.

## Choice of Law

---

The **Insurance Contract** shall be governed by and interpreted in accordance with the laws of **Poland** and the Polish Courts alone shall have jurisdiction in any dispute. A lawsuit involving claims under the **Insurance Contract** may either be brought:

1. in accordance with the legal provisions on general jurisdiction; or
2. before a court of the place of **Your** residence or registered office or before a court of the place of residence or registered office of the **Person Insured** or their beneficiary under the **Insurance Contract**; or
3. before a court of the place of residence of the successor of the **Person Insured** or their beneficiary under the **Insurance Contract**.

All communication in connection with the **Insurance Contract** shall be in Polish.

## Compliance with Policy Requirements

---

**You** (and where relevant **Your** representatives), shall comply with all applicable terms and conditions specified in this Policy.

## The Insurance Premium; Changing the Amount of the Insurance Premium

---

The Insurance Premium is determined on the day of the conclusion of the **Insurance Contract** on the basis of the risk assessment that was made by **Us**; the Insurance Premium is dependent on:

- the insurance period;
- the individual risk assessment that is made by **Us** on the basis of the information received;
- number of **Persons Insured**.

If circumstances are disclosed which significantly change the likelihood of a **Claim**, each party to the **Insurance Contract** (i.e. both **You** and **Us**) may demand an appropriate change in the amount of the Insurance Premium from the time the circumstance occurred, though not earlier than from the beginning of the current insurance period. If such a demand is made by one party, another party may, within 14 days, terminate the **Insurance Contract** with immediate effect.

## Right to withdraw from Your Insurance Contract and termination of the Insurance Contract

---

### 1. General Rule

If **You** concluded the **Insurance Contract** for a period exceeding 6 months and **You** are a **Consumer**, **You** may, within 30 days of the conclusion of the **Insurance Contract** withdraw from the **Insurance Contract**. **You** will receive a refund of premium for the period of insurance cover that has not been used.

### 2. Rules applicable to **Consumers** that conclude the **Insurance Contract** by means of distance selling (e.g. Internet)

If **You** have concluded the **Insurance Contract** by means of distance selling (e.g. Internet) and you are a **Consumer**, **You** may, within 30 days of receiving the Certificate of Insurance, withdraw from the **Insurance Contract** without giving any reason by submitting to **Us** a written statement. The above period shall be deemed to be met, if **You** send us **Your** written statement before the expiration of that period. If, with **Your** consent, the provision of insurance protection begins before the expiration of the withdrawal period, **We** are entitled to receive the premium for the period throughout which **We** provided the insurance protection.

Please note that **You** cannot withdraw from the **Insurance Contract** under the above conditions, if at least one of the following occurs:

- if the **Insurance Contract** is fully performed within the term in which **You** may withdraw from it,
- in the event of travel insurance, luggage insurance and other similar insurances, which were concluded for a period shorter than 30 days.

### 3. Rules applicable to entrepreneurs

If **You** concluded the **Insurance Contract** for a period exceeding 6 months and **You** are not a **Consumer**, **You** may, within 7 days of the conclusion of the **Insurance Contract** withdraw from it. **You** will receive a refund of the premium for the period of the insurance cover which has not been used.

**Our** contact details are:

Email: [tap@broadspire.eu](mailto:tap@broadspire.eu)  
Tel: +48 22 263 97 71

If **We** want to terminate **Your Insurance Contract** **We** can terminate it by giving **You** 30 day's written notice. **We** will only do this for a valid reason or for a reason provided for in the provisions of law. Examples of valid termination reasons include attempted or actual fraud, or where **We** are ordered or instructed to terminate the **Insurance Contract** by a regulator, court, or other law enforcement agency. If **We** terminate the **Insurance Contract** **You** will receive a refund of premium for the period of insurance cover that has not been used up.

### Other taxes or costs

---

**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

### Misrepresentation and Non-Disclosure

---

**You** must take reasonable care to ensure that all of the information provided to **Us** in the application process, in the "Declaration", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could mean that all or part of a **Claim** may not be paid. **You** acknowledge that **We** have offered the conclusion of the **Insurance Contract** and calculated the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided may result in a change in the premium, and if **You** withheld any information **We** have asked for or if **You** provided us with misleading information, **Our** liability for consequences of the circumstances that have not been disclosed to **Us** may be excluded.

### Bank Charges

---

**We** shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

### Complaints procedures

---

**We** are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not satisfied with this service, please contact **Us**, quoting **Your** Certificate of Insurance details, so **We** can deal with the complaint as soon as possible.

**You** may submit **Your** complaint:

1. in writing – personally, by visiting any of **Our** customer service points or by post within the meaning of article 3 point 21 of the Postal Law (Journal of Laws dated 23 November 2012, as amended). Written complaints may be addressed to:  
Crawford Polska Sp. z o. o.  
15 Ciszewskiego Street,  
02-777 Warsaw
2. verbally - personally into the record during a visit at any of **Our** customer service points in **Poland**, or by calling the following telephone number:

Tel: +48 22 263 97 71

4. by sending an email to the following email address:

Email: [tap@broadspire.eu](mailto:tap@broadspire.eu)

**We** will send a response to **Your** complaint without undue delay and in any event not later than within 30 days of receiving it. The period to provide a response is deemed observed if the response to **Your** complaint is sent by **Us** within 30 days of receiving it. The response to **Your** complaint will be made in writing or by means of other **Durable Medium**. **We will** provide **You** with a response via email only if requested by **You**.

If **Your** case is particularly complicated and **We** are unable to resolve **Your** complaint within 30 days from the date **Your** complaint was received, **We** will provide **You** with information in which **We** will: (i) state the reasons for the delay; (ii) indicate issues which must be fixed to resolve **Your** complaint; (iii) fix the anticipated duration of resolving **Your** complaint; (iv) indicate the anticipated time of responding to it, which may not exceed 60 days from receiving it.

**You** are entitled to refer the complaint to the following address of the Polish Financial Ombudsman:

The Polish Financial Ombudsman Office, Aleje Jerozolimskie 87, 02-001 Warsaw, Poland

Tel: +48 22 333-73-26 or +48 22 333-73-27

Email: [biuro@rzu.gov.pl](mailto:biuro@rzu.gov.pl) (complaints cannot be submitted via email, but must be sent to the Polish Financial Ombudsman's correspondence address)

**You** can also approach the United Kingdom's Financial Ombudsman Service for assistance if there is dissatisfaction with **Our** final response or after eight weeks from making the complaint if not resolved satisfactorily. Any approach to the Financial Ombudsman Service must be made within 6 months of **Our** final response.

Contact details are given below. A leaflet explaining the procedure is available upon request.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Tel: +44 (0) 300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following these complaints procedures does not reduce **Your** statutory rights relating to the **Insurance Contract**.

### European Online Dispute Resolution Platform

---

If **You** arranged **Your Insurance Contract** with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Polish Financial Ombudsman, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:

<http://ec.europa.eu/consumers/odr/>.

**Your** complaint will then be re-directed to the Polish Financial Ombudsman Office and to **Us** to resolve. There may be a short delay before **We** receive it.

# General Definitions

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Certificate of Insurance in bold type and starting with a capital letter.

## **Abroad**

Outside **Poland**

## **Accident, Accidental**

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

## **Adverse Weather**

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

## **Age Limit**

64 years old (inclusive) and under at the date of the conclusion of the **Insurance Contract**.

## **Any One Claim**

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

## **Child, Children**

A person under 18 years of age at the time the **Insurance Contract** is concluded.

## **Chubb**

Chubb European Group SE European company Branch in Poland.

## **Chubb Assistance**

1. The telephone advice, information and counselling services; and/ or
2. the travel assistance and emergency medical and repatriation services; arranged by **Chubb**.

## **Claim, Claims**

Single loss or a series of losses **Due To** one cause covered by the **Insurance Contract**.

## **Close Business Colleague**

Someone who **You** work with in **Poland** and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

## **Communicable Disease**

Means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism.

## **Consumer**

A natural person performing a legal act which is not directly related to his/her business or professional activity.

## **Cruise**

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

## **Curtail, Curtailed, Curtailment**

Cut short/cutting short **Your Trip**.

**Doctor**

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. a **Person Insured**; or
2. a relative of the **Person Insured** making the **Claim**,

unless approved by **Us**.

**Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

**Durable Medium:**

The durable medium as defined by article 2 section 4) of the Act on consumer rights (Journal of Laws dated 24 June 2014, as amended) means any instrument which enables the consumer or the trader to store information addressed personally to him in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

**Europe**

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom.

**Excess**

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the Policy that is claimed under.

**Insurance Contract**

The insurance contract executed on the basis of this Policy.

**Immediate Family Member**

**Your Partner** or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in **Poland**, and not any **Person Insured**.

**Insured Adult**

A person named in the Certificate of Insurance between the ages of 18 and 64 (inclusive).

**Legal Expenses**

1. Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused any **Persons Insured Accidental** bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
2. Costs for which **You** are legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

**Legal Representatives**

The law firm, lawyer, advocate, legal advisor or other appropriately qualified person, firm or company appointed to act on **Your** behalf.

**Loss, Lost, Losses**

**Your Personal Property, Money**, passport/Identity Card and/or driving licence that are covered under the **Insurance Contract**:

1. have been accidentally or unintentionally left in a location and they have then disappeared; or
2. are in a known location, but **You** are not reasonably able to retrieve them; or
3. have disappeared and **You** are not sure how it has happened

### **Loss of Limb**

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

### **Loss of Sight**

1. In both eyes:  
Permanent blindness, which based on medical evidence **You** will never recover from, and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.
2. In one eye:  
Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

### **Mobility Aid, Mobility Aids**

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

### **Money**

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

### **Parent or Legal Guardian**

A person with parental responsibility, or a legal guardian, both being in accordance with the Family and Guardianship Code (Journal of laws 1964, no. 9, pos. 59, as amended).

### **Partner**

**Your** spouse or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

### **Period of Insurance**

Period of cover commencing at 00.01 or any later time the Certificate of Insurance is issued and ending either when **You** arrive at **Your** home in **Poland** or at the end of the trip duration shown on **Your** Certificate of Insurance, whichever is sooner.

### **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

### **Permanent Total Disablement**

1. If **You** were in gainful employment at the date of the **Accident**:  
A **Permanent Disability** which stops **You** from carrying out gainful employment for which **You** are fitted by way of training, education or experience; or
2. If **You** were not in gainful employment at the date of the **Accident**:  
A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:
  - eating;
  - getting in and out of bed;

- dressing and undressing;
- toileting; or
- walking 200 metres on level ground

### **Personal Property**

1. Any suitcase, trunk or container of a similar kind and its contents;
2. any **Mobility Aid**;
3. **Valuables**,
4. any other article worn or carried by **You**; that is not otherwise excluded and which is either owned by **You** or for which **You** are legally responsible.

### **Poland**

Republic of Poland.

### **Public Transport**

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers and which runs to a scheduled published timetable.

### **Relevant Information**

The information required by article 39 sec 1 of the Act on consumer rights (Journal of Laws dated 24 June 2014, as amended).

### **Repair and Replacement Costs**

The cost of repairing partially damaged property, or, if property is totally **Lost** or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation.

(Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

### **Travelling Companion(s)**

Someone **You** have arranged to go on **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

### **Trip**

A trip **Abroad** involving pre-booked travel or accommodation, devoted entirely to pleasure, rest, or relaxation.

### **Unattended**

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

### **Valuables**

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

### **War**

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

### **We, Us, Our, Ourselves**

Chubb European Group SE European company Branch in Poland.



## Winter Sports

Bigfoot skiing, bobsleighbing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, lugging, mono-skiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

## You, Your, Person(s) Insured

All persons named in the Certificate of Insurance within the **Age Limit** being resident in **Poland**. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.

## Data Protection

Chubb European Group SE European company Branch in Poland, (hereafter "**We, Us, Our**") is the data controller and **We** accept fully **Our** responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to **Us**.

In this notice, where **We** refer to Personal Information, this means any information that identifies an individual and includes any sensitive Personal Information (e.g. information about health or medical condition(s)).

Where **We** refer to 'You' or 'Your' Personal Information, this will include any information that identifies another person whose information **You** have provided to **Us** (as **We** will assume that they have appointed **You** to act for them). **You** agree to receive on their behalf any data protection notices from **Us**.

**We** will **Use Your** Personal Information for the purpose of providing insurance services. By providing Personal Information, **You** consent that **Your** Personal Information, will be used by **Us, Our** group companies\*, **Our** reinsurers, **Our** service providers/business partners, and **Our** agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of **Our** business operations.

**We** may also pass **Your** Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires **Us** to do so. **We** will not share **Your** Personal Information which is sensitive personal data unless **We** have either specific consent from **You** or **Your** nominated personal representative or **We** are required to do so by law.

**We** may transfer **Your** Personal Information to countries outside the EEA which may not have the same level of data protection as in **Poland**, but if **We** do, **We** will ensure appropriate safeguards are put in place to protect **Your** Personal Information.

If **You** ask **Us**, **We** will tell **You** what Personal Information **We** hold about **You** and provide it to **You** in accordance with applicable law. Any Personal Information which is found to be incorrect will be corrected promptly. **You** have the right to access **Your** data and change it at any time. **We** may monitor and/or record **Your** communication with **Us** either **Ourselves** or using reputable organisations selected by **Us**, to ensure consistent servicing levels and account operation. **We** will keep information about **You** only for so long as it is appropriate.



Przemysław Owczarek

Country President

Chubb European Group SE

European company Branch in Poland

Chubb European Group Limited Sp. z o.o. Branch in Poland, ul. Królewska 16 00-103 Warszawa, Commercial Department of National Court Register, NIP 1080001001, REGON 140121695, KRS 0000233686, notified the Financial Supervision Commission, acting on the basis of the authorization granted by the Prudential Regulation Authority, 20 Moorgate London EC2R 6DA United Kingdom, which is the body also performing supervision over its activities. The share capital of Chubb European Group Limited: 786.119.879 GBP.

## Contact Us

---

Chubb European Group SE  
16 Królewska Street  
00-103 Warsaw  
Tel: 22 452 39 99  
Fax: 22 452 39 89  
Email: [poland.office@chubb.com](mailto:poland.office@chubb.com)  
[www.chubb.com/pl](http://www.chubb.com/pl)

## About Chubb

---

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage. Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

## Chubb. Insured.<sup>SM</sup>

Chubb European Group SE European company Branch in Poland, whose registered office is in Warsaw, address: ul. Królewska 16 00-103 Warsaw, registered in the Register of Entrepreneurs kept by the District Court for the City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the company number KRS 0000233686, Taxpayer Identification Number (NIP) 1080001001, statistical number (REGON) 140121695. Chubb European Group SE is an insurance undertaking governed by the provisions of the French insurance code, registered in Commerce and Companies Registry (Registres du Commerce et des Sociétés - RCS) in Nanterre with registration number 450 327 374 and with the registered office in France, address: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662./