

# Your Policy Document

Chubb Baggage Insurance  
01.10.2023

CHUBB®

# 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 if **You** need to make a **Claim**.

### Chubb Claims

Use the Claims Portal found [here](#).

Telephone: +48 223 062 490 (Monday - Friday, from 9.00 to 16.30)

Email: [travelinsurance.pl@crawford.com](mailto:travelinsurance.pl@crawford.com)

### Chubb Customer Service

Telephone: +48 223 062 490

(Monday - Friday, from 9.00 to 16.30)

Email: [travelinsurance.pl@crawford.com](mailto:travelinsurance.pl@crawford.com)

## 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;
- Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy +48 223 062 490.
- To make claim: Use the Claims Portal found [here](#).

## Immunisations

---

**You** may need extra immunisations when travelling **Abroad**. Check whether **You** do before <https://polakzagranica.msz.gov.pl/>

<b>Type of insurance</b>	<b>Preconditions which obliges an insurance company to pay a benefit or a surrender value</b>	<b>Limitations and exclusions of an insurance company's liability which entitle an insurance company to refuse to pay a benefit or to reduce it</b>
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. Personal Effects and Baggage	Section 1, What is covered	Section 1, Special Conditions, point 6 Section 1, What is not covered

## Contents

---

Advice to Travellers	2
Welcome	6
Table of Benefits	7
Important Information	8
How to Claim	8
How to withdraw from or terminate the Insurance Contract	8
General Conditions and General Exclusions	8
Persons Covered	8
Policy Definitions	8
Children	8
Trips Covered	8
Trips Not Covered	8
The Cover We Provide	8
When You Are Covered	8
When Cover Will End Automatically	8
Section 1 – Personal Effects & Baggage	9
General Exclusions	10
Making a Claim	11
Claim Conditions	12
Complying with Special Conditions	12
Supplying Details & Documents	12
Your Duty to Avoid or Minimise a Claim	12
Protecting Property	12
Sending Us Legal Documents	12
Recourse claim	12
Things You Must Not Do	12
Recognising Our Rights	12
Paying Claims	13
General Conditions	14
Insurance Contract	14
Choice of Law	14
Compliance with Policy Requirements	14
The Insurance Premium; Changing the Amount of the Insurance Premium	14
Right to withdraw from Your Insurance Contract and termination of the Insurance Contract	14
Other taxes or costs	15
Misrepresentation and Non-Disclosure	15
Bank Charges	15
Complaints procedures	15
European Online Dispute Resolution Platform	16
Sanctions Clause	16
Data Protection	19
Contact Us	20

PL-EN/Wizz/PP/012023

# Welcome

## Thank you for choosing Chubb Personal Property 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, in accordance with this Policy Wording, in the event that:

- **Your** baggage is delayed en route; or
- **You** suffer **Loss** or damage to **Your Personal Property**
- whilst on a **Trip**.

This Policy does not cover any peril which is not listed.

**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

---

1. Personal Effects and Baggage			
A. Loss, damage or theft	up to PLN 4,500		✓
Single item limit	PLN 1,000		
Valuables in total	up to PLN 1,000		
Sports equipment in total	up to PLN 1,000		
B. Delayed Baggage	up to PLN 750 after 12 hours delay		✗

---

<sup>1</sup> A PLN 250 excess applies to each benefit section per person as highlighted in the table above.

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 page 11 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 14-15 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 10 to 11 and 14 to 16 in this Policy Wording.

## Persons Covered

---

All **Persons Insured** under the **Insurance Contract** must be permanently resident in **Poland** and be in **Poland** 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 17 to 19 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

---

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**.

## Trips Not Covered

---

**We** will not cover any **Trip** involving travel to areas where 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://polakzagranica.msz.gov.pl/Ostrzezenia.15.html>.

## The Cover We Provide

---

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 7 in this Policy Wording.

## When You Are Covered

---

Insurance cover operates for a **Trip** that takes place during the **Period of Insurance**.

## When Cover Will End Automatically

---

All cover will end when the **Period of Insurance** ends.



## Section 1 – 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**).

## 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 8 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 8 of this **Policy**.
  1. 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.
  2. 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.
  3. **any Claim is Due To:**
    - A. Currency  
Currency exchange, including but not limited to any loss of value or currency conversion fees.

- B. **Illegal Acts**  
**You** committing or attempting to commit a crime.
- C. **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.
  - 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.
- D. **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.
- E. **Sonic waves**  
pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- F. **War**  
**War** or any act of **War** whether **War** is declared or not.
- G. **Financial Failure**  
The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.
- H. **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.

## Making a Claim

Conditions that apply to the whole Policy.

**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: [travelinsurance.pl@crawford.com](mailto:travelinsurance.pl@crawford.com)

Tel: +48 223 062 490

Use the Claims Portal found [here](#).

## Reporting Lost, Stolen or Damaged Property

---

1. **Lost or stolen Personal Property.**  
**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
  - **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, 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** or damage, 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.

## Paying 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: [travelinsurance.pl@crawford.com](mailto:travelinsurance.pl@crawford.com)

Tel: +48 223 062 490

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

or to **Our** electronic delivery address within the meaning of the Electronic Delivery Act (as of the date of entry of such address in the electronic delivery address database)

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: **+48 223 062 490**

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

Email: [service@broadspire.eu](mailto:service@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, ul. Nowogrodzka 47A, 00-695 Warsaw, Poland

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

Email: [biuro@rzu.gov.pl](mailto:biuro@rzu.gov.pl)

The authorised entity within the meaning of the Act on out-of-court handling of consumer disputes, competent to handle disputes between **Us** and consumers is the Polish Financial Ombudsman ([www.rf.gov.pl](http://www.rf.gov.pl)).

Consumers also have the right to request the assistance of municipal and district consumer ombudsman.

Following these complaints procedures does not reduce **Your** statutory rights relating to the **Insurance Contract** including the right to take legal action to enforce **Your** claims.

### European Online Dispute Resolution Platform

---

If **You** arranged **Your Insurance Contract** with **Us** online or through other electronic means, <http://ec.europa.eu/consumers/odr/>. **Our** e-mail address is: [poland.office@chubb.com](mailto:poland.office@chubb.com) or [szkody@chubb.com](mailto:szkody@chubb.com).

### Sanctions Clause

---

**We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision such cover, payment of such claim or provision of such benefit would expose **Us** to any sanctions, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or national law.



# 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**

## **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.

## **Claim, Claims**

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

## **Consumer**

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

## **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.

## **Insured Adult**

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

## **Loss, Lost, Losses**

**Your Personal Property** 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

### **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.

### **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.

### **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).

### **Trip**

A journey **Abroad** involving pre-booked travel or accommodation.

### **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.

## You, Your, Person(s) Insured

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

## Data Protection

---

We use personal information which **You** supply to **Us** in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, Your age, health, details of assets, claims history) where this is relevant to the risk We are insuring, services **We** are providing or to a claim **You** are reporting.

We are part of a global group, and Your personal information may be shared with **Our** group companies in other countries as required to provide coverage under Your policy or to store **Your** information. We also use a number of trusted service providers, who will also have access to **Your** personal information subject to **Our** instructions and control.

You have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **We** use **Your** personal information. For more information, We strongly recommend **You** read **Our** user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. You can ask Us for a paper copy of the Privacy Policy at any time, by contacting Us at <mailto:dataprotectionoffice.europe@chubb.com>



---

Przemysław Owczarek  
Country president  
Chubb European Group SE European company Branch in Poland

## Contact Us

---

Chubb European Group SE European company  
Branch in Poland  
18 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

---

The new 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 18 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./