



# Insurance for Local Media

Here are the full terms and conditions that govern our policies.

We have tried to make them as straightforward as possible.

For more details or an explanation of any of the terms please do get in touch.

Your Policy is a contract between the Policyholder and the Insurer and is comprised of these Policy terms and conditions, the Application Form and the Certificate of Insurance

The Insurer agrees to provide the Insurance cover detailed in this Policy for the perils / cover shown as being included on the Policyholders Certificate of Insurance.

The Insurer will only provide cover to the people declared by the Policyholder for the Period of Insurance stated, provided that (i) the Insured Person is engaged by the Policyholder, (ii) the required premium has been paid in full and (iii) and the Policyholder has been approved by the Insurer.

If in the event of a claim, the insurer is required to undertake onerous work to identify or assist in the identification of the Insured Person's beneficiary(ies), the Insurer may charge an additional fee commensurate with the level of work involved in locating such person(s).

## GENERAL POLICY DEFINITIONS

For the purpose of these policy terms and conditions the following definitions shall apply:

'ACCIDENT' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance, and shall also include disappearance. If the Insured Person is not found within 12 (twelve) months of disappearing, and sufficient evidence is produced satisfactory to the Insurer that leads them inevitably to the conclusion that the Insured Person has sustained Bodily Injury and that such injury has caused the Insured Person's death, the Insurer shall forthwith pay any death benefit, where applicable, under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurer if the Insured Person is subsequently found to be living as a prerequisite to the payment of such benefit.



APPLICATION FORM' means the Application for Insurance for Local Media Personal Accident Benefits.

'POLICYHOLDER' means the individual or Organisation approved by us to provide this Insurance.

'BENEFITS' means the benefits provided by this Insurance and being a maximum of the protection.

'CERTIFICATE OF INSURANCE' means the evidence of Insurance issued by the Insurer to the Policyholder upon acceptance of the Application Form detailing the particulars of the cover issued and which should be read in conjunction with these Policy Terms and Conditions.

'COUNTRY OF DOMICILE' means the country shown as the Contact Address for the Policyholder as stated on the Certificate of Insurance.

'INSURANCE' means this policy of insurance, comprised of these terms and conditions, the Application Form and the Certificate of Insurance.

'POLICYHOLDER' means the individual or organisation shown on their Certificate of Insurance.

'INSURER' means Atlas Life Insurance (PCC) Ltd.

'MEDICAL PRACTITIONER' means a registered, qualified, practising member of the medical profession, who is not related to the Insured person.

'POLICY INCEPTION DATE' as stated on the Policyholder's Certificate of Insurance means the date on which the insurance starts.

'SUM INSURED' means the sum insured by this Insurance detailed in the Certificate of Insurance for the Policyholder.

## SECTION 1 – ACCIDENTAL DEATH

The Insurer hereby agrees with the Policyholder, to the extent and in the manner herein provided, that if the Insured Person:

a) sustains Bodily Injury caused by an Accident the Insurer or / via the Assistance Company will pay to the Insured Person or, in the event of death, the Insured Person, according to the Sum Insured after the total claim shall be substantiated under this Insurance.

Provided Always That:

- benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one Accident.
- the total sum payable under this Insurance in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits;
- if Item 1 of the Schedule of Benefits is not covered by this Insurance, then no claim shall be payable in respect of any Accident which would have given rise to a claim for death had that item been covered;
- if Item 1 of the Schedule of Benefits is covered by this

Insurance and an Accident causes the death of the Insured Person within twelve months following the date of the Accident, there shall be paid only the benefit provided for in the case of death.

- All premiums due shall have been paid in full to the insurer.

## EXCLUSIONS – SECTION 1

This Insurance benefit does not cover claims in any way caused or contributed to by:

- the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- nuclear reaction, nuclear radiation or radioactive contamination;
- the Insured Person engaging in or taking part in armed forces service or operations;
- the Insured Person engaging in flying of any kind other than as a passenger;
- the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
- venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
- the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life or as part of their work as a journalist);
- the Insured Person's own criminal act;
- the Insured Person's being under the influence of alcohol or drugs;
- pregnancy or childbirth;
- neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional conditions or disorders of any type.
- any Pre-existing Condition

## CONDITIONS – SECTION 1

- If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without first notifying the Insurer and obtaining their written agreement to the inclusion under this Insurance, (subject to the payment of any additional premium as the Insurer may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any Accident arising from such activity.
- Unless otherwise declared and agreed by the Insurer no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Insurance or for which the Insured Person has been treated at any time prior to inception of this Insurance.
- Notice must be given to the Assistance Service as detailed in this Policy as soon as reasonably practicable of any Accident which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as



early as possible seek the attention of a duly qualified Medical Practitioner. Notice must be given to the Insurer as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.

4. All medical records, notes and correspondence referring to the subject of a claim or a related Pre-existing Condition shall be made available on request to any medical adviser appointed by or on behalf of the Insurer and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.
5. Any fraud, concealment, or deliberate mis-statement either in the Application Form on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited. In such circumstances, the Insurer shall return all premiums paid by the Policyholder less an administrative fee of USD50 and the Policyholder shall repay to the Insurer in full all and any monies already received pursuant to the Policy to the Insurer without delay. Please refer to the Section below entitled "POLICY TERMINATION BY POLICYHOLDER OR INSURER" for further information.

#### War and Terrorism Extension and 168 Hours Cancellation Clause

This Insurance is extended to include any Bodily Injury directly or indirectly caused by, resulting from, or in connection with any of the following Perils:-

1. War, hostilities or warlike operations (whether war be declared or not);
2. Invasion;
3. Act of an enemy foreign to the nationality of the Member or the country in, or over, which the act occurs
4. Civil war;
5. Riot;
6. Rebellion;
7. Insurrection;
8. Revolution;
9. Overthrow of the legally constituted government;
10. Civil commotion assuming the proportions of, or amounting to, an uprising;
11. Military or usurped power;
12. Explosions of war weapons;
13. Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Member whether war be declared with that state or not;
14. Terrorist activity.

#### PROVIDED ALWAYS;

- a) that the Insured Person is not actively participating in any, or all, of Perils 1 to 14 above, and
- b) that none of 1 to 14 above are the result of the utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined, and,
- c) that this extension is subject to the terms and conditions
- d) of the Limited War Exclusion Clause detailed below. For the purpose of this extension;

- i. "Terrorist activity" means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii. Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii. Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv. Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
- v. Notwithstanding the foregoing, the Insurer reserves the right to give the Insured Person not less than 168 (one hundred and sixty-eight) hours notice of cancellation in respect of the inclusion of any, or all, of the Perils listed from 1 to 14 above. Such notice shall be deemed to have been received by the Insured Person 10 business days after such notice is received by the Insured Person.

#### Limited War Exclusion Clause

This Insurance does not cover loss consequent on:-

- a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom (being England, Scotland, Wales and Northern Ireland), the Russian Federation and the United States of America, or
- b) war in Europe, whether declared or not, other than
  - i) civil war
  - ii) any enforcement action by on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged.

#### SECTION 2 – ACCIDENT MEDICAL EXPENSES INSURANCE

In consideration of the premium paid and subject to the exclusions and conditions of the policy and also to the following additional Exclusions and Conditions, the Insurer shall reimburse the Insured Person up to but not exceeding the Sum Insured stated herein, for Medical Expenses necessarily incurred solely and directly as a result of the Insured Person sustaining accidental bodily injury during the Period of Insurance.



Additional Definitions applicable to Section 2 only in this Section:

'Deductible' means the first amount of each and every valid claim which must be borne by the Insured Person as stated in the Certificate of Insurance.

'Medical Expenses' means the reasonable and necessary costs incurred for medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites.

## **EXCLUSIONS – SECTION 2**

The Insurer shall not reimburse expenses:

- 1) for rest cures, sanatorial or custodial care or periods of quarantine or isolation;
- 2) for cosmetic or plastic surgery unless necessitated by accidental Bodily Injury sustained during the Period of Insurance;
- 3) for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of accidental Bodily Injury sustained during the Period of Insurance;
- 4) for general health examinations, and examinations for check up purposes not incidental to, or necessary to diagnose accidental Bodily Injury;
- 5) for any disability, condition or Illness which originated prior to the Effective Date of this Policy or for inclusion hereunder until a period of 365 (three hundred and sixty-five) consecutive days has elapsed during which the Insured Person has neither received nor required any treatment for the said disability, condition or Illness;
- 6) for pregnancy, childbirth, miscarriage or any disorder of the reproductive system;
- 7) incurred more than 12 (twelve) months after the date the first expense was incurred, or any continuing expenses incurred after the Insured Person is fit to travel to their Country of Domicile;

## **CONDITIONS - SECTION 2**

It is a condition of this Insurance that notice must be given to the Insurer via the Assistance Service below as soon as reasonably practical [but not exceeding 30 (thirty) days in any event] of any accidental Bodily Injury which may give rise to a claim.

### **SECTION 2 – ACCIDENT MEDICAL EVACUATION AND REPATRIATION EXPENSES BENEFIT**

In consideration of the premium paid and subject to the exclusions and conditions of the Policy and also to the following Conditions Precedent, the Insurer shall cover Evacuation and Repatriation Expenses incurred solely and directly as a result of the Insured Person:

- a) sustaining accidental bodily injury during the Period of Insurance which independently of any other cause shall necessitate the evacuation or repatriation of the Insured Person to their Country of Domicile. The maximum the Insurer shall pay will not exceed the Sum Insured stated in the Certificate of Insurance.

## **DEFINITIONS**

In this Section:

'ACCIDENT MEDICAL EVACUATION AND REPATRIATION EXPENSES'

means:

1. reasonable travelling expenses necessarily incurred for the accident medical evacuation or repatriation of the Insured Person, or
2. in the case of death reasonable funeral expenses of the Insured Person necessarily incurred outside their Country of Domicile, or
3. expenses incurred in transporting the body or ashes of the Insured Person to their Country of Domicile, including making the necessary arrangements.

## **CONDITIONS PRECEDENT - SECTION 2**

The Insurer will not be liable for such expenses unless:

1. All persons to be insured are, prior to the Effective Date of this Insurance, in good health and free from material physical or mental impairment or infirmity and have not suffered from any recurring Illness.

This condition precedent does not apply to any such medical condition disclosed in writing to the Underwriter and accepted by them in writing.

2. The Medical Practitioner:-

- (a) shall estimate whether the Insured Person is likely to be totally disabled in excess of 4 (four) consecutive weeks and/or
- (b) shall certify whether the Insured Person should be evacuated or repatriated because local facilities are inadequate for the treatment of such person's condition or their recovery will be substantially expedited thereby.

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

The Insurer shall not be deemed to provide cover nor shall the Insurer be liable to pay any Insured Person claim or provide any benefit hereunder to the extent that the provision of such member benefit, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Physical Examinations and Autopsy:

The Insurer, at its own expense, shall have the right and opportunity to examine the person of any Insured whose injury is the basis of claim when and as it may reasonably require whilst a claim is pending hereunder and to make an autopsy in case of death where it is not forbidden by law.



## HOW TO MAKE A CLAIM

In the event of any claim please contact:



### Intana Global

+44 (0) 207 902 7405  
ops@intana-global.co.uk

Sussex House  
Perrymount Road  
Heywards Heath  
RH16 1DN

### Payment of Claims:

Benefits payable for accidental loss of life will be payable to the beneficiary(ies) identified by the Policyholder in a lump sum. If, at the death of the Insured Person, there is no surviving beneficiary or none has been identified by the Insured Person, the accidental loss of life Benefit shall be payable in one lump sum to the estate of the Insured Person.

Alternatively, the Insurer may, in its absolute discretion, agree with a claimant to pay Benefits in any other manner including, but not limited to, by way of instalments.

Any lump sum payment will be made immediately upon receipt of the required proof of claim at the Insurers Registered Office or the registered office of the Assistance Company. All other methods of payment, once agreed, will commence upon receipt of the required proofs of claim.

All other Benefits will be payable to the Insured Person.

Failure to consult with the above named Assistance Company and to act in accordance with their instructions could prejudice the Insured Persons claim.

### GENERAL INFORMATION

1. Currency: All payments the Insurer makes to the Insured Person and all payments made to the Insurer in respect of any one Insured Person will be in US Dollars as stated in the Policyholder's Certificate of Insurance.
2. Assignment: Subject to any statutory restrictions, an Insured Person may designate a beneficiary to receive death benefits payable under this Policy or change any beneficiary already appointed by filing a written Letter of Wishes with the Insurer. The Letter of Wishes shall contain full details of the beneficiary(ies) sufficient for the Insurer to properly identify the beneficiary(ies).

No designation or change of beneficiary under the Policy shall be binding upon the Insurer until the Insurer has been provided with such Letter of Wishes. The Policy may not be charged or used as security for a loan by the Insured Person

without the prior written consent of the Insurer which it may in its absolute discretion withhold.

The Policy may not be changed or assigned or novated in whole or in part. The Insurer will not change who is entitled to Benefits under this Policy until it receives the Letter of Wishes or agrees to an assignment or novation (as appropriate).

3. Third Party Rights: Save as expressly stated, a person who is not a party to this contract of Insurance has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
4. Governing Law: This Insurance shall be governed by and in accordance with the laws of England and Wales.
5. Legal Discharge: The receipt of the full claim payment by the Insured Person will be a full discharge of all liability by the Insurer for the claim.
6. Invalidity: If any provision of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these terms and conditions which will remain in full force and effect.
7. Adverse Consequences: You should note that the Insurer reserves the right to satisfy itself as to the residency status of any Insured Person at the time a claim is made. When making a claim the claimant may be asked to:
  - confirm the residency status of the Insured Person at the time of the event leading to the claim.
  - confirm that the Insurer did not contact you directly to offer the Policy.

### POLICY TERMINATION BY INSURED PERSON OR INSURER.

The Policyholder may cancel their insurance at any time by providing a request to cancel in writing to the Insurer of the intention to cancel.

If the Policyholder cancels their insurance they are NOT entitled to a refund of the premium paid.

The Insurer may cancel this Insurance if the Policyholder commits a fraud which includes doing any of the following:

- making any untrue statements to the Insurer
- failing to disclose any material facts relevant to the Insurance or a claim
- acting fraudulently in any way.

If the Insurer cancels the Policy or Certificate of Insurance because of fraud, the Policy or Certificate of Insurance becomes void. In this event the insurer will return all Premiums paid by



the Policyholder less an administration fee of USD50 and the Policyholder shall repay in full all and any monies already received pursuant to the Policy to the Insurer without delay.

#### COMPLAINTS PROCEDURE

If you are unhappy with any aspect of the service you have received and wish to make a complaint please contact us. We will try to resolve your complaint quickly and in a professional and helpful way.

Please contact us by email or in writing:

**The Compliance Manager  
Insurance for Ltd  
1 Skipton Road, Ilkley  
LS29 9EH UK**

**Email: [info@insuranceforgroup.co.uk](mailto:info@insuranceforgroup.co.uk)**

To assist us in investigating your complaint, please quote the number on the Certificate of Insurance

A copy of our full complaints procedure is available upon request.

#### DATA PROTECTION NOTICE

We, the scheme administrator, will hold your personal information in compliance with the United Kingdom data protection legislation. We will use your information (including information provided about your dependants in your statement of wishes) for underwriting and administration purposes. By completing an Application Form and effecting membership you agree to us processing your personal information and sensitive personal information (e.g. health information). We will also use your information for statistical data analysis, management information and fraud prevention purposes.

If you make a claim on this Insurance you will have to provide us with information regarding your bodily injury, disablement or illness which we will then process in order to administer your claim.

We may disclose your personal information to our business associates, agents and service providers for the purposes above. We will pass your information to any legal or regulatory body if required to do so by law or regulation. We may also use your information to give it to others for research, statistical purposes or to improve our services but we will remove your name and address from it first.

Your information may be disclosed to other parties with a view to preventing fraudulent or improper claims.

We will continue to hold information about your insurance for a reasonable time after it has ended. We will then dispose personal information in a responsible way to maintain your confidentiality.

This Data Protection Notice may change from time to time and you should review the contents regularly. We will notify you of any changes where we are required to do so by law.

#### INSURER, REINSURER AND ADMINISTRATOR

##### **This scheme is insured by:**

Atlas Life Insurance (PCC) Ltd.

Atlas Life Insurance (PCC) Ltd is licenced and regulated by the Seychelles Financial Services Authority.

Atlas Life Insurance (PCC) Ltd receive reinsurance support for this scheme from Beazley, a member of the Lloyds of London market.

##### **The scheme is administered by:**

Insurance for Journalists Ltd

Redmayne House

1 Skipton Road

Ilkley

LS29 9EH

web: [insuranceforjournalists.com](http://insuranceforjournalists.com)

email: [info@insuranceforjournalists.com](mailto:info@insuranceforjournalists.com)

Version: v1.5

# Insurance for Local Media.com™

Proud to be working with:



#### Insurance for Ltd

Registered office: Redmayne House, 1 Skipton Road, Ilkley LS29 9EH UK

[info@insuranceforjournalists.com](mailto:info@insuranceforjournalists.com) T: 0203 553 1020

Company registration No 09879856

#### Insurance for Journalists:

Insurance for journalists are administrators of specialist insurance schemes for journalists and local media workers worldwide. This scheme is insured by Atlas Life Insurance (PCC) Ltd who are licenced and regulated by the Seychelles Financial Services Authority. Version 1.5 June 2019

