



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 always 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.

'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.

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

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

'BODILY INJURY' means identifiable physical injury which is sustained by the Insured Person, and is caused by an Accident, and solely and independently of any other cause, except Illness directly resulting from, or medical or surgical

treatment rendered necessary by such injury, occasions the death or Permanent Total Disablement of the Member within 12 (twelve) months from the date of the Accident.

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

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

For policies with a start date after the policy is bought the cover will start at 00.01 on the start date indicated on the certificate at the local standard time at the policyholder's address and end at midnight on the end date on the certificate at the local standard time at the policyholder's address. For policies starting the same day as the policy is purchased the cover will start at the time cover is confirmed to the policyholder by Insurance for Ltd and end at midnight on the end date on the certificate at the local standard time at the policyholder's address.

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

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: sustains Bodily Injury caused by an Accident the Insurer will pay to the Insured Person or, in the event of death, persons nominated by the Insured Person, according to the Sum Insured after the total claim shall be substantiated under this Insurance.

Provided Always That 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:

1. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
2. nuclear reaction, nuclear radiation or radioactive contamination;
3. the Insured Person engaging in or taking part in armed forces service or operations;
4. the Insured Person engaging in flying of any kind other than as a passenger;
5. the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
6. 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;
7. 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);

8. the Insured Person's own criminal act;
9. the Insured Person's being under the influence of alcohol or drugs;
10. pregnancy or childbirth;
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional conditions or disorders of any type.
12. any Pre-existing Condition

CONDITIONS – SECTION 1

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.
2. 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.
3. 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.

6. 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:-

- a) War, hostilities or warlike operations (whether war be declared or not);
- b) Invasion;
- c) Act of an enemy foreign to the nationality of the Member or the country in, or over, which the act occurs
- d) Civil war;
- e) Riot;
- f) Rebellion;
- g) Insurrection;
- h) Revolution;
- i) Overthrow of the legally constituted government;
- j) Civil commotion assuming the proportions of, or amounting to, an uprising;
- k) Military or usurped power;
- l) Explosions of war weapons;
- m) 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;
- n) 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,

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.

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 actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
2. nuclear reaction, nuclear radiation or radioactive contamination
3. for rest cures, sanatorial or custodial care or periods of quarantine or isolation;
4. for cosmetic or plastic surgery unless necessitated by accidental Bodily Injury sustained during the Period of Insurance;
5. for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eyeglasses or hearing aids; except as a result of accidental Bodily Injury sustained during the Period of Insurance;
6. for general health examinations, and examinations for check up purposes not incidental to, or necessary to diagnose accidental Bodily Injury;
7. 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;
8. for pregnancy, childbirth, miscarriage or any disorder of the reproductive system;
 - 1) 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;
 - 2) any benefits for **bodily injury** or **illness** due to:
 - I. The use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - II. any computer virus;
 - III. any computer related hoax relating to i and/or ii above are payable, subject to the terms, conditions, limitations and exclusions of this policy.

CONDITIONS - SECTION 2

It is a condition of this Insurance that notice must be given to the Insurer via Crisis24 our Claims and Medical Assistance Partner 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 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 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 Crisis24 our Claims and Medical Assistance Partner:

Ref: Insurance for Journalists
Sussex House, Perymount Road, Haywards Heath RH16 1DN

Telephone: +44(0) 207 902 7131
Email: oppsassist@crisis24.com

Payment of Claims:

Benefits payable for accidental loss of life will be payable to the beneficiary(ies) nominated 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 Crisis24 our Claims and Medical Assistance Partner. 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 Beneficiary Nomination Form with the Insurer. The Beneficiary Nomination Form 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 Beneficiary Nomination Form. 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 Beneficiary Nomination Form 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:

- I. confirm the residency status of the Insured Person at the time of the event leading to the claim.
- II. confirm that the Insurer did not contact you directly to offer the Policy.

8. **Duty of Fair Presentation:** This contract of (re)insurance is subject to English law. Please ensure that all applicable legal and regulatory requirements in relation to this contract, including the (re)insured's duty of fair presentation to (re)insurers as per the disclosure provisions of the Insurance Act 2015, are drawn to your client's attention.

- I. It is the (re)insured's duty to disclose every material circumstance which they know or ought to know after reasonable search.
- II. A circumstance is material if it would influence a (re)insurer's judgment in determining whether to accept the risk and, if so, on what terms. This information is to be disclosed before cover is placed, at each renewal and any time that it is varied (e.g. contract extension, mid-term amendments). If in any doubt whether a circumstance is material, we recommend that it is disclosed.
- III. Failure to disclose a material circumstance may entitle (re)insurers to impose different terms on the cover or proportionately reduce the amount of any claim payable. In some circumstances a (re)insurer will be entitled to avoid the insurance contract from inception and in this event any claims under the contract would not be paid.

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:

- I. making any untrue statements to the Insurer
- II. failing to disclose any material facts relevant to the Insurance or a claim
- III. 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 Group Ltd
RSM, Fifth Floor, Central Square, Wellington Road, Leeds
LS1 4DL

Email: info@insuranceforgroup.com

To assist us in investigating your complaint, please quote the number on the Certificate of Insurance. A copy of our full complaint's 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.

The scheme is administered by:

Insurance for Ltd

Registered office: RSM, Fifth Floor, Central Square,
Wellington Road, Leeds LS1 4DL

Company registration number 09879856

Web: insuranceforlocalmedia.com

Email: info@insuranceforlocalmedia.com

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