



Multimedia Insurance - Protection for Freelance Members

Why MEAA is providing Multimedia Insurance?

Feedback from our freelance members and their employers in the broader media, entertainment and arts industries highlight an increasingly litigious environment that generates diverse public liability and professional liability exposures, including:

- Libel, slander and defamation
- Infringement of copyright or other intellectual property
- Misleading & Deceptive conduct
- Errors and omissions in Published Material

As a professional and industrial body for Australia's media, entertainment and arts industries, MEAA has responded by launching a category of freelance membership that entitles its members to the benefits of Multimedia Insurance.

The following is a summary of what your Multimedia Insurance covers.

Who does the MEAA FreelancePro Multimedia Liability Insurance cover?

Journalists, publications officers, administration officers camera operators and camera assistants, cinecamera operators, fashion assistants, librarians, presentation co-ordinators, puzzles compilers, students, teacher assistants, trainees, TV Week programmers, public relations officers, public affairs officers, photographers.

Can other members take out FreelancePro membership to obtain the benefits of this policy?

This policy is rated on the above business exposures. Members not included in the above business categories must contact MEAA Membership to see if their business activities can be included, and if so, must submit a request via the MEAA membership area.

If MEAA confirms the business activities, although not listed above, have the same level of risk exposures, and if so, must submit an application via MEAA.

The request for cover will be forwarded to Gow-Gates Insurance Broker for review and submission to the

underwriter for consideration and approval.

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What does the policy cover?

Section 1 – Multimedia Liability Insurance (Claims Made Liability Insurance)

Limit of Liability:

\$1,000,000 - any one claim, inclusive of defence costs; and \$5,000,000 - in the aggregate any one policy period, inclusive of defence costs

Excess:

\$2000 - inclusive of defence costs

Section 1.1 - Multimedia Liability

Covers claims arising from a business event in connection with the Insured Multimedia;

Section 1.2 - Business, Cyber and Advertising Liability

Covers claims arising from a business event including Public Appearance; and

Section 1.3 - Breach of Professional Duty

Covers civil liability arising from a breach of professional duty owed in the contact of the Insured's business.

Notice of Claims applicable to Section 1

Written notice of any claim made against an Insured, must be notified to MEAA or Gow-Gates Insurance Brokers as soon as reasonably practicable during the period of insurance for lodgement with the Insurer.

Section 2 – Public & Products Liability Insurance (Occurrence Liability Insurance)

Limit of Liability:

\$1,000,000 - any one claim, inclusive of defence costs; and \$20,000,000 - in the aggregate any one policy period, inclusive of defence costs

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WEB

MEAA.org

PO Box, 723 Strawberry Hills NSW 2012

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ABN. 84 054 775 598

Excess:

\$1000 - inclusive of defence costs

Section 2.1 – Public & Products Liability

Covers the Insured's legal liability to pay compensation in respect of Personal Injury or Property Damage as a result of an Occurrence happening in connection with the Insured's Business.

Section 2.2 – Joint Ventures Liability

Covers the Insured's legal liability, singly or with others, in respect of all Occurrences happening in connection with the conduct of the Insured's Business as a joint venture or in partnership with others. This cover does not extend to any joint venturer or partner of the Insured.

Section 2.3 – Tenant's Liability

Cover is extended to an Lessor with whom the Insured has entered into an agreement for the rental or lease of premises (not belonging to the Insured) from which the Insured conducts the Insured's Business.

Notice of Claims applicable to Section 2

Written notice of any Occurrence of which the insured is aware and which may give rise to a liability covered under this policy must be made as soon as reasonably practicable to MEAA or Gow-Gates Insurance Brokers.

For the Purposes of this Multimedia Insurance the definition of Journalist shall mean:

In the branch of writing news articles or commentary commissioned by a publisher of a print or online publication or for broadcast on radio or TV, writing news articles or commentary commissioned, writing news articles or commentary and publishing them online, blogging, copy editing, writing reports or other publications commissioned by clients, including incidental photography or video.

The Policy definition of Public Relations Officer and Public Affairs Officer shall mean:

Duties within preparing press releases or media statements, writing speeches, providing strategic advice on media strategies, writing or editing copy for advertising and marketing campaigns.

When is cover not applicable?

Cover is not applicable if you are no longer a financial member of MEAA.

Am I covered outside Australia and New Zealand?

No. The policy is designed to cover the Insured for claims arising from insured business activities in Australia and New Zealand only.

How do I get Cover?

It is MEAA's responsibility to keep a record of all members and provide the Insurer with the required information in respect of any FreelancePro member who has not submitted a satisfactorily completed Member Insurance Declaration. The Insurer will evaluate such members on an 'offer and acceptance basis' and these members may incur an additional premium or cover may not be provided under this policy. Cover is subject to receipt and acceptance of answers to the below subjectivities:

- Receipt and acceptance of a No Claims Declaration for all members prior to binding; and
- Receipt of a completed and signed Insurer Multimedia Liability Proposal form prior to binding.

The Insurer reserves the right to cancel or amend the terms if the answers to the subjectivities are not satisfactory.

In the event of a claim it is MEAA's responsibility to provide the necessary information and documentation to prove that a Member falls within the Insured' definition.

Insurance Queries

Your questions about the adequacy of this insurance should be directed to our specialist insurance broker you can provide you with professional advice on whether this insurance is right for you.

**Vikki Karatovic
Manager****Gow-Gates Insurance Brokers**

Email: vkaratovic@gowgates.com.au

Phone : (02) 8267 9934

Fax : (02) 8269 9998

**Nicole Magro
Account Executive****Gow-Gates Insurance Brokers**

Email: nmagro@gowgates.com.au

Phone : (02) 8267 9928

Fax : (02) 8269 9998

Lodgement of Claims

Your completed claim form, including all necessary supporting documentation and your medical certificate should be sent to our dedicated claims manager who will assist with the lodgement and management of your claim:

**Blesilda Soriano
Claims Manager****Gow-Gates Insurance Brokers**

Email : bsoriano@gowgates.com.au

Phone : (02) 8267 9907

Fax : (02) 8269 9998



Authorised by Paul Murphy, CEO
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