



Multimedia Insurance - Protection for Freelance Members

Why is MEAA 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 Lockton for review and submission to the underwriter for consideration and approval.

It is important to note that policy cover is not provided for unlisted occupations.

Limits of Liability

Section 1.1 - Multimedia Liability Insurance (Claims Made Liability Insurance); and

Section 1.3 - Breach of Professional Duty

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

Excess: \$2000 - inclusive of defence costs

Section 2.1 - Public & Products Liability Insurance

- \$1,000,000 each and every claim or claims arising from the same originating source and/or cause, Inclusive of Costs; and
- \$20,000,000 in the aggregate any one policy period, inclusive of defence costs

Excess: \$1000 - inclusive of defence costs

Scope of Cover

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 conduct 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 Lockton as soon as reasonably practicable during the period of insurance for lodgement with the insurer.

Optional Extensions

Section 1 - Multimedia Liability; Business, Cyber and Advertising Liability and 1.3 Breach of Professional Duty

- Awards by Ombudsman \$25,000
- Cost of Disciplinary and Official Inquiries \$100,000
- Loss of documents \$500,000
- Withdrawal Expenses \$100,000

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Optional Extensions are part of and not in addition to the Limit of Liability.

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 a 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.

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, digital and electronic communicative or informational content on websites, chat rooms, bulletin boards, databases and blogs, 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 FreelancePro 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 Lockton specialist insurance broker who can provide you with professional advice on whether this insurance is right for you.

Genevieve Mathews, Senior Associate

Lockton Companies Australia

Email: Genevieve.Mathews@au.lockton.com

Phone: (02) 9236 0631

Mobile: 0474 174 317

Fax: (02) 9231 6140

Lodgement of claims

Notice of Claims - Section 1

The insured member must give written notice of any claim made against them as soon to Lockton as soon as reasonably practicable and during the Policy Period.

Notice of Claims - Section 2

The insured member must, as soon as reasonably practicable give written notice to Lockton of any occurrence of which the insured is aware and which may give rise to a liability covered under this policy.

The claim form is available at meaa.org/resources

Your completed claim form, including all necessary supporting documentation should be sent to our dedicated MEAA Claims Manager who will assist with the lodgement and management of your claim:

Genevieve Mathews, Senior Associate

Lockton Companies Australia

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