



Tax Invoice

Brigitte Longmore
Hepburn Shire Council
PO Box 21
DAYLESFORD VIC 3460

JLT Risk Solutions Pty Ltd
Victoria & Tasmania
Public Sector
ABN 69 009 098 864
Collins Square
727 Collins Street
MELBOURNE VIC 3000
Tel +61 3 8664 9300
Fax +61 3 8664 9399
www.jltpublicsector.com

Invoice No. **031-358970**

Date 1 July 2025
Our Ref 010960
Client Code 031-HEPBSC
Policy No. AU00008395DO24A
Class **Councillors and Officers Liability - Renewal**
Insured Hepburn Shire Council
Period 30/06/2025 to 30/06/2026
Situation Anywhere in Australia
Insurer XL Insurance Company SE
Sydney NSW

Contact/s

Geraldine Turnbull

John Casha +61 3 8664 9303

Premium	16,760.15
FSL/ESL	0.00
Document Fee	250.00
GST	1,701.02
Stamp Duty	1,659.26

TOTAL DUE AUD \$20,370.43

The above premium includes our broking commission

Refer overleaf for information about statutory notices, terms and conditions

Purchase Order:
PU038275

PAYMENT OPTIONS

PAY IN FULL NOW

Total Due AUD \$20,370.43 by 15/07/2025

*BPAY and Card payments are limited to \$50,000 per transaction



Billers Code: 241026
Ref: 880 075 4130

®Registered to BPAY Pty Ltd
ABN 69 079 137 518

Telephone or Internet Banking - BPAY®
Contact your bank or financial institution
to make this payment from your cheque,
savings, debit, credit card or transaction
account. More Info: www.bpay.com.au



[Visa/Mastercard - www.jlta.com.au/payonline](http://www.jlta.com.au/payonline)

Payment reference 8800754130. A 1% surcharge fee (including GST)
applies

EFT ONLY Bank: ANZ Banking Group Ltd Acct: 837262862
BSB: 012-003 Ref: 031-HEPBSC
Email Remittance to: accountsreceivable@jlta.com.au

OR

PAY BY THE MONTH



Premium Funding

Call the above Contact/s to discuss this option.

Benefits of funding include:

- Improved Cash Flow
- Retain your valuable Capital
- Leave your banking facilities open and available
- Pay all of our invoices with one easy monthly payment



Invoice # 031-358970
Policy #AU00008395DO24A
Hepburn Shire Council

INFORMATION RELATING TO YOUR INVOICE

Unless we have expressly indicated in correspondence that your policy has already been automatically renewed, then only if you have paid your premium in full and the insurer has accepted your insurance policy, will cover commence on the effective date of your policy.

If you are registered for GST purposes, your input tax credit entitlement is, or is based on, the GST amount shown. In accordance with the GST law relating to insurance premiums, the GST amount will be less than 1/11th of the total amount payable. This document will be a tax invoice for GST when you make a payment.

We will keep the interest (if any) earned in our trust account from money paid by you in connection with a financial service or a financial product that has, may or will be provided, to you.

In the event of any refund of premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

TYPE	Councillors' and Officers' Liability
THE POLICYHOLDER	Hepburn Shire Council
COUNCIL ABN AND ITC DETAILS	ABN 76 845 763 535 ITC 100.00%
BUSINESS	Principally Local Government Authority
GEOGRAPHICAL SCOPE	Worldwide
JURISDICTIONAL SCOPE	Worldwide (as defined in the Policy Wording)
GOVERNING LAW OF CONTRACT	Australian
PERIOD OF INSURANCE	From: 30 June 2025 at 4 PM Local Time (VIC). To: 30 June 2026 at 4 PM Local Time (VIC).
COVERING CLAUSES	<p>1.1 Councillors' and Officers' Liability The Policy will pay to or on behalf of any covered person the financial loss of such covered person which arises from, or is a consequence of, any claim first made against such covered person during the period of protection or the extended reporting period (if applicable) except to the extent where the Council has indemnified such covered person.</p> <p>1.2 Council Reimbursement The Policy will pay on behalf of the council the financial loss of an covered person which arises from or is a consequence of any claim first made against such covered person during the period of insurance or the extended reporting period (if applicable) but only to the extent the council has indemnified the covered person.</p> <p>1.3 Employment Practices Liability The Policy will pay to or on behalf of the Council any financial loss arising out of an employment practices claim first made against the Council during the period of insurance or any extended reporting period (if applicable).</p> <p>1.4 Council Statutory Liability The Policy will pay to or on behalf of the Council any loss arising from any wrongful breach claim first received by the Council and notified to the Insurer during the period of insurance or any extended reporting period (if applicable).</p> <p>1.5 Council Supplementary Legal Expenses The Policy will pay to or on behalf of the Council any representation costs, provided that:</p> <ol style="list-style-type: none">the Council is requested in writing by the applicable official body to attend or respond to such investigation; andsuch request is first received by the Council and notified during the period of protection or the extended reporting period (if applicable).

1.6 Council Defamation, Libel and Slander

The Policy will pay to or on behalf of the Council any financial loss which arises from or is a consequence of any claim, other than an employment practices claim, against the Council in respect of defamation, libel and slander, which is first made during the period of protection or the extended reporting period (if applicable).

The term 'defamation, libel and slander', for all purposes in connection with the insurance provided under this Covering Clause, means: unintentional libel, unintentional slander or other unintentional defamation by the Council.

1.7 Council Liability

The Policy will pay on behalf of the Council the financial loss of such Council which arises from, or is a consequence of, any claims first made against such Council during the period of protection or the extended reporting period (if applicable) except for:

- a. any financial loss that may be the subject of Covering Clause 1.3 (Employment Practices Liability) or Covering Clause 1.6 (Council Defamation, Libel & Slander); or
- b. any loss that may be the subject of Covering Clause 1.4 (Council Statutory Liability); or
- c. any representation costs that may be the subject of Covering Clause 1.5 (Council Supplementary Legal Expenses).

All as fully described in the Policy Wording

LIMIT OF LIABILITY

1.1 Councillors' and Officers' Liability: & 1.2 Council Reimbursement:

Covering Clause 1.1 and 1.2 per claim	\$4,000,000
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Aggregate Limit of Liability for all claims under Clauses 1.1 and 1.2 during the period of insurance	\$4,000,000
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1.3 Employment Practices Liability:

Covering Clause 1.3 per claim and in the aggregate	\$1,000,000
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1.4 Council Statutory Liability:

Covering Clause 1.4 per claim and in the aggregate	\$1,000,000
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1.5 Council Supplementary Legal Expenses:

Covering Clause 1.5 per claim and in the aggregate	\$1,000,000
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1.6 Council Defamation, Libel and Slander:

Covering Clause 1.6 per claim and in the aggregate	\$500,000
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1.7 Council Liability

Covering Clause 1.7 per claim	\$4,000,000
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Aggregate Limit of Liability for all claims under Clause 1.7 during the period of insurance	\$4,000,000
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All as fully described in the Policy Wording.

EXTENSIONS OF COVER

Cover is automatically provided for the Extensions of Cover described below. Each Extension of Cover is subject to the terms, conditions and limitations of the Policy Wording and the sub-limit shown is included in and not in addition to the limit of liability, unless expressly stated otherwise.

Advancement of defence costs and other financial loss (including emergencies)	10% of the limit of liability, in the aggregate for all claims by all covered persons
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By-Election Costs \$50,000

Crisis containment (aggregate limit all covered persons) \$50,000

All as fully described in the Policy Wording.

DEDUCTIBLES

1.1 Councillors' and Officers' Liability	Nil
1.2 Council Reimbursement	\$5,000
1.3 Employment Practices Liability	\$5,000
1.4 Council Statutory Liability	\$5,000
1.5 Council Supplementary Legal Expenses	\$5,000
1.6 Council Defamation, Libel and Slander	\$10,000
1.7 Council Liability	\$5,000

OTHER SPECIFIC DEDUCTIBLES

By Election Costs \$10,000

All as fully described in the Policy Wording

CONTINUITY DATE

30 June 2017

RETROACTIVE DATE

Unlimited, excluding known claims/circumstances

POLICY WORDING AND CONDITIONS

Councillors and Officers Liability Insurance AXA XL C&O 2024

The limitations, exclusions, definitions and conditions specified in the named Policy Wording apply, except to the extent it is hereby modified by endorsement listed below attaching to and forming part of this Policy Wording.



Invoice # 031-358970
Policy #AU00008395DO24A
Hepburn Shire Council

Important Information

Your Insurance Contract

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

DUTY OF DISCLOSURE – OTHER CONTRACTS

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

INSURING THE INTERESTS OF OTHER PARTIES

If you require the interest of another party to be covered by the policy, you must request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy. This is not applicable to Professional Indemnity or Directors & Officers policies.

TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at:

<https://www.marsh.com/au/target-market-determinations.html>

GENERAL ADVICE WARNING

It is important that you understand and are satisfied with the policies we arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

NSW STAMP DUTY EXEMPTION

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

SEVERAL LIABILITY

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

NEW CLAIMS / UNREPORTED LOSSES

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation. Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of this policy provides cover on a claims made basis, any claims first made against you and reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any 'Retroactive Date' specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

NOT A RENEWABLE CONTRACT

Where all or part of this policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation(s) can be prepared for your consideration prior to the termination of the current policy.

REFUND OF PREMIUMS

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

PRIVACY POLICY

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our Privacy Policy:

<https://www.jltpublicsector.com/privacy-policy.html>.

Contact your Adviser if you require a copy, or email privacy.australia@marsh.com.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

We may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

CODE OF PRACTICE

We are a member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Practice (the Code) when acting as an agent of the insured. When we are acting as an agent of the insurer, we are bound by the General Insurance Code of Practice. For more details refer to our webpage for the standards we are required to follow under the Code.

<https://www.jltpublicsector.com/about-us/insurance-brokers-code-of-practice.html>

REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you. We are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf, even where an insurance policy is amended, terminated or otherwise cancelled. In addition to the above we, or any company within the JLT Risk Solutions Pty Ltd group of companies, may receive income from insurers including: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

FINANCIAL SERVICES GUIDE (FSG)

For important information about us and the services we provide go to the link below to download the JLT Public Sector Financial Services Guide. You should read the FSG carefully and make sure you understand it. If there is anything you do not understand, please contact us.

<https://www.jltpublicsector.com/financial-services-guide.html>

Complaints Procedures

If you are dissatisfied with our service in any way, in the first instance, please contact the Adviser servicing your account or our Complaints Officer on +61 3 9603 2338 or email complaints.australia@marsh.com. A more detailed explanation of our Complaints Procedure can be found in our Financial Services Guide or at:

<https://www.jltpublicsector.com/contact-us/complaints.html>.

Commission

The Premium shown on the tax invoice includes commission received from the insurer.

Referrer Remuneration

A percentage of the income received by us is paid to Municipal Association of Victoria for its role in referral, distribution or promotion.

If you require a further explanation for any of the above notices, please contact us immediately.