



THIS IS TO CERTIFY THAT the following Policyholder holds a current public liability policy with Agile Underwriting Services Pty Ltd as placed on behalf of Certain Underwriters at Lloyd's under Binder Authority Agreement B04440369A22AA. This policy is subject to the terms and conditions contained herein or as stated in the policy schedule.

CERTIFICATE OF CURRENCY

Certificate Number:	K01B0004222G
Class of Business:	Public & Products Liability
Insured:	CSA Specialised Services Pty Ltd Argus Waste Recycling Pty Ltd CSA Group Pty Ltd
Situation Address:	<ol style="list-style-type: none">1. 9 Pascal Road, Seaford, VIC 31982. 144 Northbourne Road, Campbellfield, VIC 30613. 60-62 Ordish Road, Dandenong South, VIC 3175 (Commercial lease with external landlord)4. 374 Stapylton Jacobs Well Road, Stapylton QLD 4207
Business:	<ul style="list-style-type: none">- Principally Liquid waste collection, vacuum loading, Non-destructive digging, hydro excavation, drain cleaning, emergency response, CCTV inspection, underground services location utility mapping, surveying, civil works, excavation.- Collection, transportation, storage, and recycling of liquid wastes including but not limited to food related industrial wastes, tallow, tallow wastes, water educated from utility services pits.
Period of Insurance:	31/07/2022 to 31/10/2023 both at 4.00pm Local Standard Time
Territorial Limits:	Worldwide excluding North America
Jurisdiction:	Australia
Limit of Liability:	\$20,000,000 any one occurrence for public liability and \$20,000,000 any one occurrence and in the aggregate during the period of insurance for products liability
Deductible:	\$2,500 each and every occurrence Injury to contractors deductible: \$25,000 each and every occurrence
Endorsements and Exclusions attaching to and forming part of the Policy Wording:	<p>INJURY TO CONTRACTORS DEDUCTIBLE</p> <p>Where this deductible is shown in the schedule, that amount shall apply to each and every occurrence in respect of personal injury to contractors, sub-contractors, or labour hire personnel including Workers Compensation subrogation claims inclusive of 2.2 Additional payments.</p> <p>In all other respects the policy terms and conditions remain unaltered.</p> <p>CONTRACTORS & SUB-CONTRACTORS INSURANCE CONDITION</p> <p>It is a condition precedent to liability of this policy, that all contractors or sub-contractors working for or on-behalf of, engaged by or providing any services to or for the insured, that they maintain a current Public and Products Liability policy clearly outlining the services that they have been engaged for. It is a requirement that the insured, obtains evidence of such insurance prior to the</p>



engagement of contractors or sub-contractors and a copy must be kept on file at all times.

This policy does not indemnify, or cover any liability, including costs and expenses, of any contractor or sub-contractor for any act, error or omission, contributed to or caused by any contractor or sub-contractor.

In all other respects, the policy terms and conditions remain unaltered.

UNDERGROUND SERVICES CONDITION

This policy excludes any claim, loss, damage, liability, or costs and expenses incurred directly or indirectly, out of, through, from or in connection with **property damage** to underground property and services unless, prior to the commencement of work, the **insured** has inquired with the relevant authorities or owners of such underground property and services and recorded in writing their locations.

In all other respects the policy terms and conditions remain unaltered.

ERRORS & OMISSIONS EXTENSION

RETROACTIVE DATE: 31/07/2020

Notwithstanding Exclusion 3.14 Professional liability of this policy, **Agile** will indemnify the **insured** against legal liability of the **insured** to pay **compensation** in respect of Financial Loss occurring during the **period of insurance**, subject to the Retroactive Date, provided that such Financial Loss arises out of any negligent act, error or omission committed or alleged to have been committed by or on behalf of the **insured** in the course of the business.

1. The total aggregate liability of **Agile** during any one **period of insurance** for all claims arising out of Financial Loss shall not exceed AUD **\$500,000** or the specified amount stated in the **schedule** inclusive of costs and expenses as specified under 2.2 Additional Payments.
2. The indemnity provided under this endorsement is subject to the **deductible** specified in the **schedule**
3. Definition applicable to this endorsement:
"Financial Loss" means any loss which is economic in nature and not consequent upon **personal injury** or **property damage**.

Exclusions applicable to this endorsement:

The liability of **Agile** to indemnify the **insured** pursuant to this endorsement shall not extend to liability:

1. For the costs of recalling, withdrawing, replacing, or repairing **products** or of making any refund on the price paid for **products**;
2. Assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement;



3. Arising from facts or circumstances which are inevitable having regard to:
 - a) The circumstances and nature of the work undertaken, or;
 - b) The **products**;
4. Arising directly or indirectly out of any delay in the performance of services or out of the sale or supply of **products**;
5. Incurred by or caused by a direct or executive officer of the **insured** whilst acting within the scope of their duties in such capacity;
6. Incurred by or caused by a director or executive officer of the **insured's** staff superannuation fund or funds whilst acting within the scope of their duties in such capacity;
7. Arising out of conspiracy, conversion, deceit, inducement, breach of contract or injurious falsehood;
8. Arising out of or in connection with any dishonest, fraudulent, intentional, criminal, or malicious act, error, or omission by the **insured** or by an employee of the **insured**;
9. Arising in the **North America** or in respect of any claim which would be subject to the jurisdiction of any court of competent jurisdiction within **North America**.

In all other respects the policy terms and conditions remain unaltered.

CUSTODY AND CONTROL – LIMITATION

It is hereby noted and agreed that Exclusion 3.5 Custody and control is deleted in full and replaced with the following:

3.5 Custody and control

property damage to property owned by, hired to or in the legal custody or control of the **insured** or any employee or any party acting on behalf of the **insured**, other than:

- (a) guests', visitors', directors', officers', employees' or partners' personal effects;
- (b) **motor vehicles** in a car park, unless the car park is owned or operated by the **insured** for reward;
- (c) premises at which the **insured** is undertaking work in connection with the **business**;
- (d) any building (including its fixtures and fittings) leased, hired or rented to the **insured** provided **Agile** shall not be liable in respect of liability assumed by the **insured** under a tenancy or other agreement which would not have been implied by law in the absence of such agreement; or
- (e) notwithstanding clause 3.4 "Contractual liability", any other property (except property owned by the **insured** and not mentioned in 3.5 (a), (b), (c) or (d) above) in the **insured's** legal custody or control (except while undergoing any process



	or being worked upon) for which the insured has not assumed any responsibility to obtain insurance, subject to a limit of \$350,000 for any one occurrence during any one period of insurance . In all other respects, the policy terms and conditions remain unaltered.
Interested Party:	Ampol for their respective rights and interests only in regards to the Insured
Wording:	Agile Public & Products Liability Wording GLSAv01.10.2021(PDS)
Underwriters:	100% - Certain Underwriters at Lloyd's
Premium:	As Per Quotation

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Broker placing this Insurance.

In the event of a claim arising under this Insurance IMMEDIATE WRITTEN NOTICE should be given to:

Agile Underwriting Services Pty Ltd
Level 5, 63 York Street, Sydney NSW 2000
E: casualty@agileunderwriting.com

Agile takes seriously its compliance with the General Insurance Code of Practice (the Code) in respect to its claims handling and generally. Agile's claims handling procedures are comprehensive and Code compliant.

IN WITNESS WHEREOF this Certificate has been signed

At Sydney this

Monday, 6 February
2023

By:

A handwritten signature in black ink, appearing to read 'Nathan Sommer', written over a horizontal line.

Nathan Sommer
Agile Underwriting Services Pty Ltd

Any enquiries in respect to this Certificate should be directed to:

Agile Underwriting Services Pty Ltd (ABN 48 607 908 243)
AFS License No: 483374
Level 5, 63 York Street, Sydney NSW 2000
Ph: 1300 705 031
E: casualty@agileunderwriting.com