



**Woodina**  
Underwriting Agency

Woodina Underwriting Agency Pty Ltd  
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## Professional Indemnity Insurance Certificate of Currency

**Policy No: 2024-CO17143-99206**

**Date: 01 May 2024**

<b>Insured:</b>	MC Holdings Pty Ltd ATF MC Unit Trust T/As Alphacool; Alphacool Port Douglas Pty Ltd; Alphacool Cairns Pty Ltd; Alphacool Plumbing Pty Ltd
<b>Period of Insurance:</b>	15 May 2024 to 15 May 2025 at 4pm AEST both days
<b>Professional Services:</b>	a) HVAC and refrigeration design services; b) Fire prevention consultancy services; and c) Plumbing and gas fitting design, specification, reporting and advisory services.
<b>Limit of Indemnity - any one claim:</b>	\$1,000,000
<b>Limit of Indemnity - in the aggregate:</b>	\$2,000,000
<b>Deductible:</b>	\$2,000
<b>Deductible Type:</b>	Exclusive of costs and expenses
<b>Retroactive Date:</b>	30/01/2017
<b>Wording:</b>	Construction Professions PI Wording 06_21
<b>Claims Handling:</b>	Woodina inhouse solicitors claims model
<b>Endorsements:</b>	Ivory Capacity (Coinsurance) Spousal liability Public Relations Expenses Loss mitigation costs - \$100,000 sublimit Costs in addition Deductible costs exclusive Named Insured Project Management Run off only

This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under Contract No B1741TWL24028 by Certain Underwriters at Lloyd's and Contract No IVORY231201 with Ivory Insurance Pty Ltd, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified

herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.



**Michael Wood**  
**Chief Executive**  
**Woodina Underwriting Agency Pty Ltd**

# Endorsements to Policy No. 2024-CO17143-99206

## **Ivory Capacity (Coinsurance)**

It is agreed that the definition of **We, Us** and **Our** in the **Policy** is deleted and replaced with the following:

**We, Us** and **Our** shall mean;

- i) 85% Ivory Insurance Pty Ltd (ABN: 54 608 092 566) through its coverholder **Woodina Underwriting Agency Pty Ltd**;
- ii) 15% Certain Underwriters at Lloyd's through their coverholder **Woodina Underwriting Agency Pty Ltd**.

Where appearing in the Notices section of the **Policy**, in the section titled "Privacy" the line 'To the Lloyd's Syndicates we represent (which are located in the United Kingdom); is hereby deleted and replaced with the following:

- To Ivory, the Insurer we represent;

Where appearing in the Notices section of the Policy, the section titled "Code of Practice" is hereby deleted and replaced with the following:

Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("The Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Both Ivory and Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

Further, where appearing in the Notices section of the Policy, the section titled "Complaints Procedures" is hereby deleted and replaced with the following:

Complaints Procedures

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact in the first instance:

Complaints Officer

Woodina Underwriting Agency Pty Ltd

Post: GPO Box 3313

Brisbane Qld 4001

Email: [info@woodina.com.au](mailto:info@woodina.com.au)

Telephone: (07) 3222 9400

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Ivory's Complaints team. Ivory's Complaints Team can be reached at:

Complaints Manager

Ivory Insurance Pty Ltd

Level 13, 167 Eagle Street

Brisbane, QLD, 4000.

Or

Ivory will also advise Lloyd's of the complaint, and they will determine whether the matter will need to be referred to their Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Post: Suite 1603, Level 16, 1 Macquarie Place,

Sydney NSW 2000

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Telephone: (02) 8298 0783

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

### **Spousal liability**

**We** will provide indemnity to the **Spouse** of the **Insured** where a **Claim** against the **Insured** which is covered under this **Policy** is also made against the **Spouse** of the **Insured** solely due to:

i. his, her or their status as a **Spouse** of the **Insured**; or

ii. His, her or their ownership or other interest in any property which is the object of the remedy being sought by the third party making the **Claim**.

For the purposes of this extension, the definition of **Spouse** shall mean a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of common law or statute.

### **Public Relations Expenses**

We agree to pay any reasonable Costs and Expenses where the Insured retains the services of a public relations consultant for the purpose of protecting the Insured's reputation that has been brought into question as a direct result of a Claim covered by this Policy. Provided always that:

- i. The Insured notifies us within 28 days of first becoming aware of the Insured's reputation being brought into question;
- ii. We have given prior written consent to retain the services of such public relations consultant;
- iii. Our total aggregate liability during any one **Period of Insurance** for all such Costs and Expenses shall not exceed \$50,000, and shall be part of and not in addition to the Limit of Indemnity shown on the Policy Schedule.

### **Loss mitigation costs - \$100,000 sublimit**

It is agreed that this **Policy** will cover the costs reasonably incurred with **Our** consent, such consent not to be unreasonably withheld, in respect of: rectification of services performed; or work undertaken

by the **Insured** to mitigate a **Claim** or potential **Claim** that would otherwise have been covered under this **Policy**.

If a third party refuses to pay for an amount due to the **Insured**, claimed by the **Insured** or required by the **Insured** to be paid to a third party and the basis for their refusal is likely to give rise to a **Claim** for an amount greater than the amount in dispute that would otherwise have been covered under this **Policy**, **We** may, at **Our** discretion, pay the disputed amount in order to mitigate the **Claim** against the **Insured**.

**Our** liability for each loss and **Our** aggregate liability for all losses under this extension shall not exceed \$100,000 and shall be part of and not in addition to the **Limit of Indemnity** as shown in the Policy **Schedule**.

### **Costs in addition**

Notwithstanding Clause 7.8, 8.8 or 9.8 (**Limit of Indemnity**), the **Insurer** agrees under this extension that, in addition to the **Limit of Indemnity**, the **Insurer** will pay the **Costs and Expenses** of any **Claim** which is the subject of indemnity under this **Policy** provided that;

a) the amount of such **Costs and Expenses** is capped at the **Limit of Indemnity**;

b) where the **Insured's** liability exceeds the available **Limit of Indemnity**, the **Insurer** shall only pay such proportion of **Costs and Expenses** as the available **Limit of Indemnity** bears to the **Insured's** liability;

c) where the amount the **Insurer** has paid or incurred as **Costs and Expenses** exceeds the share that the **Insurer** is obliged to pay under Clause 2.2, the **Insured** shall upon demand pay to the **Insurer** the excess amount. Alternatively,

the **Insurer** may deduct the excess amount from any entitlements the **Insured** might have at any time under this **Policy**.

### **Deductible costs exclusive**

The relevant clause under General Conditions entitled **Deductible** (7.4, 8.4 or 9.4) is amended so that the provision regarding the **Deductible** being exclusive of **Costs and Expenses** is to read as follows;  
Where the **Deductible** is specified to be exclusive of **Costs and Expenses**, the **Deductible** shall not apply to the **Costs and Expenses** to the extent that such **Costs and Expenses** are the cost of time spent by the inhouse solicitors, claims managers and administrative staff of Woodina Law, acting on **Our** behalf.

### **Named Insured**

It is agreed that with effect from 21 January 2021 the **Named Insured** is amended to include Alpha Cool Cairns Pty Ltd.

It is agreed that with effect from 12 January 2022 the **Named Insured** is amended to include Alphacool Plumbing Pty Ltd.

### **Project Management**

It is hereby agreed that **We** will not cover any **Claim** arising out of the **Insured** providing or failing to provide;

1. advice regarding finance or capital raising for the project, other than general strategic advice;
2. advice regarding insurance;
3. advice regarding investment, marketing, town planning, financial or tax matters, other than general strategic advice;
4. estimates of construction costs or other cost estimates, normally the role of a quantity surveyor;
5. any services which would normally be undertaken by a building contractor if a separate project manager were not appointed.

### **Run off only**

**We** shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** arising from work by Alphacool Townsville Pty Ltd undertaken after 15 May 2023