



Woodina
Underwriting Agency

Woodina Underwriting Agency Pty Ltd
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Professional Indemnity Insurance Certificate of Currency

Policy No: 2023-CO17143-85199

Date: 08 May 2023

Insured:	MC Holdings Pty Ltd ATF MC Unit Trust T/As Alphacool; Alphacool Port Douglas Pty Ltd; Alphacool Cairns Pty Ltd; Alphacool Plumbing Pty Ltd
Period of Insurance:	15 May 2023 to 15 May 2024 at 4pm AEST both days
Professional Services:	a) HVAC and refrigeration design services; b) Fire prevention consultancy services; and c) Plumbing and gas fitting design, specification, reporting and advisory services.
Limit of Indemnity - any one claim:	\$1,000,000
Limit of Indemnity - in the aggregate:	\$2,000,000
Deductible:	\$2,000
Deductible Type:	Exclusive of costs and expenses
Retroactive Date:	30/01/2017
Wording:	Construction Professions PI Wording 06_21
Claims Handling:	Woodina inhouse solicitors claims model
Endorsements:	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 B1741TWL23028 by certain Underwriters at Lloyd's, 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. 2023-CO17143-85199

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