Woodina Underwriting Agency Pty Ltd
13F, 167 Eagle Street, Brisbane QLD 4000
Ph: (07)3222 9400
Email: proposals@woodina.com.au

Professional Indemnity Insurance

Certificate of Currency

Policy No: 2026-CO17143-130744 **Date: 13 May 2026**

Insured:	MC Holdings Pty Ltd ATF MC Unit Trust T/As Alphacool (run-off); Alphacool Port Douglas Pty Ltd; Alphacool Cairns Pty Ltd; Alphacool Plumbing Pty Ltd T/As Alphacool Plumbing
Period of Insurance:	15 May 2026 to 15 May 2027 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:	Human Disease Spousal liability Public Relations Expenses Loss mitigation costs - $100,000 sublimit Costs in addition Deductible costs exclusive Named Insured Project Management Run off only Ivory Capacity (100%) 2026 Ivory Capacity (100%)

This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under 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. 2026-CO17143-130744

Human Disease

We shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** against the **Insured** directly or indirectly caused by, arising from or in any way connected with a **Listed Human Disease** or any directly or indirectly related condition or threat or fear thereof.

Listed Human Disease shall mean:

a) any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time; or

b) any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced regardless of when the disease is so listed or identified.

Subject otherwise to the terms, conditions, limitations and exclusions of the **Policy**.

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.

We shall not be liable under this **Policy** to provide indemnity in respect of any **Claim** arising from work by MC Holdings Pty Ltd ATF MC Unit Trust T/As Alphacool undertaken after 26 May 2020.

Ivory Capacity (100%) 2026

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 Ivory Insurance Pty Ltd (ABN: 54608092566) through its cover holder **Woodina Underwriting Agency Pty Ltd**.

Notices Amendments

Under the Notices section of the policy wording:

Privacy - any reference to Lloyd's or Lloyd's Syndicates is amended to read 'Ivory'.

Code of Practice is deleted.

Complaints Procedures - in the second instance the recipient of any complaint is:

Complaints Manager
Ivory Insurance
Level 6, 307 Queen Street
Brisbane QLD 4000
Or email: info@ivoryinsurance.com.au

Paragraph (ii) - amended such that any summons notice or process is to be served upon the Ivory Claims Manager at the above Ivory address and whose email address is claims@ivoryinsurance.com.au.

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