



**Woodina**  
Underwriting Agency

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

**Policy No: 2021-CO17143-59807**

**Date: 11 May 2021**

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**Insured:** MC Holdings Pty Ltd ATF MC Unit Trust T/As Alphacool; Alphacool Townsville Pty Ltd; Alphacool Port Douglas Pty Ltd; Alpha Cool Cairns Pty Ltd

**Period of Insurance:** 15 May 2021 to 15 May 2022 at 4pm AEST both days

**Professional Services:** HVAC and refrigeration design services, and fire prevention consultancy 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 January 2017

**Wording:** Construction Professions PI Wording 02\_21

**Claims Handling:** Woodina inhouse solicitors claims model

**Endorsements:** Costs in addition  
Deductible costs exclusive  
Named Insured

This is to certify that in accordance with the authorisation granted to Woodina Underwriting Agency under Contract No B1741TWL21028 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. 2021-CO17143-59807

### 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.