



## Certificate of Currency

**Class of Business:** Professional Indemnity

**Policy Number:** P-PI/0/223137/19/K-2

**Policyholder:** **MGC Engineering Pty Ltd, MGC Engineering Services Pty Ltd**

**Business Description:** Heating and Ventilation, Mechanical Engineering and Project Management

**Insurance Period:** From 4:00pm on 31/03/2019 to 4:00pm on 31/03/2020  
Australian local time in the State or Territory where this **policy** was purchased

**Indemnity Limit:** \$5,000,000 any one **claim** and \$10,000,000 in the aggregate during the **insurance period**

**Deductibles:** \$ 15,000 including **defence costs** by the **insured** for each **claim**

**Retroactive Date:** Unlimited excluding any known claims or circumstances

**Insurer:** DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

**Signature:**

A handwritten signature in black ink, appearing to be "DC", written over a horizontal line.

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

## Professional Indemnity Insurance Policy

LLOYD'S

**We** hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay **you** in respect of the contingencies or events specified in the sections of the **policy**. However this **policy** only applies to those sections as indicated in the **schedule** attached to this **policy**.

The **policy**, **schedule**, exclusions and general conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the **policy**, **schedule**, exclusions and general conditions shall bear the same meaning wherever it may appear.

Please read this **policy** and, if it is incorrect, return it immediately for alteration.

A handwritten signature in black ink, appearing to be "RBL" with a long horizontal stroke extending to the right.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's



# Professional Indemnity Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 6 of the policy entitled "Definitions".

<b>ITEM 1</b>	<b>Policy Number:</b>	P-PI/0/223137/19/K-2
<b>ITEM 2</b>	<b>Policyholder:</b>	<b>MGC Engineering Pty Ltd, MGC Engineering Services Pty Ltd</b> C/O: SFAS GSA Insurance Brokers Pty Ltd
<b>ITEM 3</b>	<b>Business Description:</b>	Heating and Ventilation, Mechanical Engineering and Project Management
<b>ITEM 4</b>	<b>Insurance Period:</b>	From 4:00pm on 31/03/2019 to 4:00pm on 31/03/2020 Australian local time in the State or Territory where this <b>policy</b> was purchased
<b>ITEM 5</b>	<b>Indemnity Limit:</b>	\$5,000,000 any one <b>claim</b> and \$10,000,000 in the aggregate during the <b>insurance period</b>
<b>ITEM 6</b>	<b>Deductible:</b>	\$15,000 including <b>defence costs</b> by the <b>insured</b> for each <b>claim</b>
<b>ITEM 7</b>	<b>Retroactive Date:</b>	Unlimited excluding any known claims or circumstances

**ITEM 8 Extensions:**

<b>Extension</b>	<b>Included</b>	<b>Deductible</b>	<b>Sub-limit</b>
3.1 Attendance at Investigations	Included	\$1,000	Indemnity limit
3.2 Consultants, Subcontractors and Agents	Included	\$15,000	Indemnity limit
3.3 Consumer Protection Legislation	Included	\$15,000	Indemnity limit
3.4 Continuous Cover	Included	\$15,000	Indemnity limit
3.5 Court Attendance Costs	Included	Nil	\$500 per day
3.6 Crime	Included	\$2,000	\$50,000
3.7 Defamation	Included	\$15,000	Indemnity limit
3.8 Discovery Period	Included	\$15,000	Indemnity limit
3.9 Emergency Defence Costs	Included	\$1,000	Indemnity limit
3.10 Former Subsidiary	Included	\$15,000	Indemnity limit
3.11 Fraud and Dishonesty for Innocent Parties	Included	\$15,000	Indemnity limit
3.12 Heirs, Estates and Legal Representatives	Included	\$1,000	Indemnity limit
3.13 Intellectual Property	Included	\$15,000	Indemnity limit
3.14 Joint Venture Liability	Included	\$15,000	Indemnity limit
3.15 Lost Data	Included	\$1,000	Indemnity limit
3.16 Newly Created or Acquired Entity or Subsidiary	Included	\$15,000	Indemnity limit
3.17 Panel Counsel	Included	Nil	1 hr per claim
3.18 Previous Business	Included	\$15,000	Indemnity limit
3.19 Public Relations	Included	\$1,000	Indemnity limit
3.20 Reinstatement of Indemnity Limit	Included	\$15,000	N/A
3.21 Statutory Liability	Included	\$1,000	\$100,000

**ITEM 9 Optional Extensions:**

<b>Optional Extension</b>	<b>Included</b>	<b>Deductible</b>	<b>Sub-limit</b>
4.1 Employment Practices Liability	Excluded	N/A	Nil
4.2 USA and Canada Cover	Excluded	N/A	Nil
4.3 Whistleblower Hotline Access	Excluded	N/A	Nil

**ITEM 10 Policy Wording:** DUAL Australia Design and Engineering Professional Indemnity Wording (08.14).pdf

**ITEM 11 Insurer:** DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's  
Unique Market Reference  
Professional Indemnity: B0775UPD05819A

**ITEM 12 Endorsements applying to this policy:**

**1068 Non-Compliant or Non-Conforming Building Products Endorsement**

It is agreed that this **policy** is amended to include the following Exclusion.

**We will not cover the insured for loss, defence costs, legal representation costs or other amounts in respect of any claim, investigation or liability arising out of or in any way connected with a Non-compliant or Non-conforming Building Product, or the approval, the use or installation of a Building Product in a manner which is Non-compliant or Non-conforming.**



## Professional Indemnity Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 6 of the policy entitled "Definitions".

For the purposes of this Exclusion:

- "**Non-compliant**" means any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the Building Code of Australia, the National Construction Code of Australia, any relevant Australian Standards, approved conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other regulatory body.

- "**Non-conforming**" means any Building Product which purports to meet specific requirements, and does not. For instance, is not fit-for purpose, is not of acceptable quality, is counterfeit, or contains false or misleading claims about its qualities / properties.

- "**Building Product**" means any wall system, panel, cladding, façade material, external attachment or insulation, including but not limited to: aluminium composite panels, structured insulation panel systems, extruded polystyrene systems, exterior insulation finish systems or external timber panelling systems.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

Signed:

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Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's