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Highlight Sheet

Environmental Package Insurance for Contractors and Consultants

Coverage Agreements

- Advertising Injury is included in Coverage B along with Personal Injury in the Commercial General Liability section
- Coverage D – Tenants’ Legal Liability of the Commercial General Liability section provides *broad form* coverage to premises rented or occupied by the insured
- The Pollution Liability section includes Coverage B – Emergency Remediation Costs up to \$250,000 for reasonable and necessary expenses, including legal expenses that must be incurred within the first 48 hours of the commencement of a Pollution Condition for the purpose of limiting damage
- Coverage C – Incidental Transit is included under the Pollution Liability section
- Supplementary Payments are included and do not reduce the Limit of Liability. With respect to the Pollution Liability section and the Errors and Omissions section, this only applies for limits up to and including \$2,000,000 and where mould coverage is not included by endorsement

Definitions

- Claim is defined for all policy sections
- Loading or Unloading is defined for the Commercial General Liability section
- Under the Pollution Liability section:
 - Cleanup Costs include reasonable and necessary costs to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged
 - Loss includes punitive, exemplary or multiplied damages
 - Property Damage includes physical damage to soil, groundwater or surface water, or plant or animal life, caused by Pollution Conditions and giving rise to Cleanup Costs

Wording Features

- One combined package wording including Commercial General Liability, Pollution Liability and Errors and Omissions for environmental contractors and consultants
- Where strictly contracting work is being performed with no consulting or design mandate, the Errors and Omissions section is excluded
- The Automobile Exclusion (g) of the Commercial General Liability section does not apply to Loading or Unloading operations if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation

- The Deductible does not apply to Supplementary Payments
- If the Named Insured and ENCON agree to use mediation as an alternate form of dispute resolution to resolve a Claim, and the Claim is resolved as a direct result of the mediation, the applicable Deductible will be reduced by 50 per cent, subject to a maximum reduction of \$25,000
- Where the claims-made form applies, there is a Basic Extended Reporting Period, which provides a 30-day Automatic Extended Reporting Period at no cost if the policy is cancelled or non-renewed. A 12-month Optional Supplemental Extended Reporting Period is also available for an additional cost

Limits and Forms Available

- One Incident Limit is applicable to all policy sections and subject to a Policy Aggregate Limit
- \$10,000,000 in-house primary limit
- Occurrence form Commercial General Liability
- Claims-made and reported form Errors and Omissions
- Claims-made and reported form or Occurrence form (for select operations) is available for Pollution Liability
- Policy forms are available in both English and French

Target Classes

- Design remediation
- Construction, demolition and/or environmental remediation or abatement
- Phase 1, 2, 3 and 4 environmental site assessments
- Environmental consulting and engineering
- Response action/emergency spill response
- Above ground or underground storage tank installation, maintenance or removal
- Construction, renovation or rehabilitation of water treatment plants or waste-water treatment facilities
- Brownfield redevelopment, site redevelopment

Service Standards

- High customer service standards and quick turnaround
- Bilingual service and documents
- ENCON’s highly specialized team of analysts, adjusters and legal counsel ensures that Claims are managed proactively throughout the entire life of a Claim

Participating Insurers

- Temple Insurance Company
- Aviva Insurance Company of Canada
- International Insurance Company of Hannover

This document is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the program described. Please remember only the insurance policy can give actual terms, coverage, amounts, conditions and exclusions. Program availability and coverage are subject to individual underwriting criteria.