



Environmental Package Insurance for Contractors and Consultants

Protect yourself and your business from claims arising out of your operations.

Victor's Environmental Package Insurance for Contractors and Consultants is a combined coverage policy, which includes three available policy sections that specifically address negligence in relation to commercial general liability (CGL) and pollution liability resulting out of operations performed by you, or on your behalf, at a job site, as well as errors, omissions or negligent acts arising out of insured services. The policy provides extensive liability protection, while helping to avoid gaps in coverage, which may occur when purchasing separate policies.

Why buy this product?

Victor has a unique understanding of Canadian environmental risk exposures through our 50+ years of experience in engineering and construction liability. As a leading provider of Environmental Liability coverage, we bring a long-term commitment to this market and a high level of expertise in both underwriting and claims management.

- Policy forms are available in both English and French
- 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 CGL
- Claims-made and reported form Errors and Omissions (E&O)
- Claims-made and reported form or Occurrence form (for select operations) is available for Pollution Liability
- Option for dedicated limits per policy section
- Dedicated customer service

Who will benefit?

Various **environmental and non-environmental contractors** will benefit from the CGL and Pollution Liability policy sections, whereas the E&O section was added for **environmental consultants, technicians and technologists**. Contractors and consultants who will benefit include:

- Design remediation
- Construction, demolition and/or environmental remediation or abatement
- Fire and flood restoration
- 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 or site redevelopment

What are the coverage agreements?

- **Advertising Injury** is included in Coverage B along with personal injury in the CGL section
- **Coverage D - Tenants' Legal Liability** of the CGL 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 and the E&O sections, this only applies for limits up to and including \$2,000,000 and where mould coverage is not included by endorsement

What are the coverage details?

- Claim is defined for all policy sections
- Loading or unloading is defined for the CGL 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, civil fines, penalties or assessments
 - › 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

What are the policy features?

- In the Pollution section, gradual pollution conditions subject to retroactive date, including sudden events
- Where strictly contracting work is being performed with no consulting or design mandate, the E&O section is excluded
- Deductible does not apply to supplementary payments
- No asbestos exclusion in the Pollution section
- The automobile exclusion (g) of the CGL 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
- 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

How are claims handled?

Victor's highly specialized team of claims analysts, adjusters and legal counsel ensures that claims are managed proactively throughout the entire life of a claim.

What other insurance solutions do we offer?

- Architects & Engineers
- Commercial Property Insurance
- Employment Practices Liability
- Professional Liability
- Commercial Umbrella Liability
- Errors & Omissions
- Builders Risk and Wrap-Up Liability
- Crime Insurance
- Fiduciary Liability
- Commercial General Liability
- Directors & Officers Liability
- Group and Retiree Benefits
- Technology and Cyber Liability

Visit us at victorinsurance.ca to learn more.