

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

**MANUSCRIPT POLICY – TASK MARKETPLACE**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured. **This policy intends only to provide coverage for the performance of a “Task” by a “Tasker” who is a registered person who has booked, logged, performed or completed, and accepted the registered “Task” via the “BCAA Marketplace Platform”.**

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

**SECTION I – COVERAGES**

**A. Insuring Agreement**

1. We will pay those sums that the insured becomes legally obligated to pay as “compensatory damages” because of accidental “bodily injury” or “property damage” to which this insurance applies.
2. This insurance applies to “bodily injury” and “property damage” only if:
  - a. The “bodily injury” or “property damage” arises directly out of the “Tasker’s” performance of a “Task” during the policy period;
  - b. The “bodily injury” or “property damage” is caused by an “occurrence” which takes place in the “coverage territory”;
  - c. The “bodily injury” or “property damage” occurs during the policy period and within 30 days of the performance of the “Task”;
  - d. The insured “Tasker” must give written notice to us of the “occurrence”, “claim” or a potential “claim” within 90 days of the performance of the “Task”; and
  - e. The “Task” giving rise to the “bodily injury” or “property damage” was booked and fully paid through the “BCAA Task Marketplace Platform”.

**B. Defence Obligations**

- a. We will have the right and duty to defend the insured against any “action” seeking “compensatory damages” for “bodily injury” or “property damage” to which this insurance applies.
- b. We may, at our discretion, investigate any “occurrence” and settle any “claim” or “action” that may result.
- c. “Defence costs” are included in and will reduce the Limits of Liability set out in the Declarations.
- d. Our obligation to defend or continue to defend any “claim” or “action” ends once the available Limit of Liability is exhausted. The Limits of Liability are reduced by every payment made under this policy including payments for “defence costs”, judgements or settlements.

Any costs or expenses incurred by us in the investigation and settlement of a “claim” before an “action” is filed, apart from payments to lawyers, does not reduce the Limits of Liability.

### **C. Exclusions**

#### **Excluded Risks and Activities**

These exclusions apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury”, “property damage” or any loss, cost or expense. This policy does not apply to any liability directly or indirectly caused by, arising out of or in any way connected with the following:

#### **1. Tasks Not Booked Under the Platform/Non-Registered Tasker(s)**

- a. Any errors, acts, omissions, negligence or work of any person other than the “Tasker” registered and booked on the “BCAA Task Marketplace Platform” to perform the “Task” giving rise to the “claim” or “action” or the “employees” of such “Tasker”.
- b. Any acts, errors, omissions, negligence, negligent misstatements, work, or any breach of duty committed by the “Tasker” or on the “Tasker’s” behalf which is not performed solely in the conduct of the “Task” as documented on the “BCAA Task Marketplace Platform”.

#### **2. Injury to Tasker or Assistant:**

Any injury or loss, including “bodily injury” to the “Tasker”, any “employee” of the “Tasker” or to any person who is engaged by the “Tasker” to assist in completing the “Task” (other than the customer).

#### **3. Expected or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

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#### **4. Criminal Acts**

Any criminal, malicious or fraudulent act(s) committed by or at the direction of the insured.

#### **5. Poor Workmanship**

- a. Poor workmanship, poor quality “work”, or the cost to rectify, repair, or remediate “work”. However, this exclusion does not apply to “bodily injury” or resulting “property damage” directly caused by such “work”.
- b. Any loss, cost or expense for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the insured’s “work” or “product”.

#### **6. Vehicles: Automobiles, watercraft, aircraft**

Ownership, use, or entrustment to others by or on behalf of any insured of:

- a. Any “automobile”
  - (i) This exclusion also applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity, or in practice or preparation for any such contest or activity;
  - (ii) however, this exclusion does not apply to “bodily injury” or “property damage” arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any “automobile” while at the site of the use or operation of such equipment.
- b. Any watercraft, aircraft, unmanned aerial vehicle, or air cushion vehicle; or
- c. Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

This exclusion does not apply to liability for “property damage” to such “automobile”, watercraft, aircraft, unmanned aerial vehicle or air cushion vehicle arising out of maintenance work being performed on such vehicle while such vehicle is stationary and at the premises of the “Tasker” or customer.

#### **7. Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

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## **8. Employer's Liability**

"Bodily injury" to

- a. an "employee" of the insured arising out of and in the course of:
  - i. Employment by the insured; or
  - ii. Performing duties related to the conduct of the insured's business or the performance of a "Task"; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 8.a. above.

This exclusion applies:

- (i) Whether the insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

## **9. Related Entity or Person**

Any "claim" or "action" brought or maintained by or on behalf of:

- a. any insured or parent company of any insured or any entity within the same group of companies as the insured; or
- b. Any spouse, parent, grandparent, child, or any other family member of the insured.

## **10. United States Domiciled Operations and Manual Work**

- a. Any domiciled operations and/or administrative offices that are owned or used by or on behalf of an insured in the United States of America.
- b. Any manual "work" or "Task" performed by an insured in the United States of America.

## **11. Loss of Use and Economic loss**

Loss of use of property which has not been physically damaged or destroyed. There is also no coverage for liability or any loss arising out of or consisting of delay, loss of market or other economic loss.

## **12. Fines, Penalties and Damages**

fines, penalties, punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory awards or damages.

## **13. Contractual Liability**

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Any liability assumed under any contract, agreement or warranty except to the extent that such liability would have been implied by law in the absence of such contract, agreement or warranty.

#### **14. Molestation, Abuse and Harassment**

“Abuse” including but not limited to “claims” or “actions” arising directly or indirectly from, based upon, or alleging:

- a. “Abuse” committed or alleged to have been committed by any person, including the transmission of disease arising out of any act of “abuse”.
- b. The insured’s practices of “employee” hiring, acceptance of volunteer workers, or supervision or retention of any person alleged to have committed “abuse”.
- c. Knowledge by an insured of, or failure to report, any alleged “abuse” to the appropriate authority(ies).
- d. Vicarious liability for any alleged “abuse” committed or alleged to have been committed by any person.

#### **15. Asbestos, Silica, Fungi or Spores**

- a. Asbestos, asbestos fibres, or materials containing asbestos in whatever form or quantity, including but not limited to the actual or alleged presence or actual, alleged or threatened dispersal of, inhalation or ingestion of, contact with, exposure to, or contact with asbestos, asbestos fibres or materials containing asbestos in whatever form or quantity, however caused, including any costs or expenses incurred to respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of asbestos, asbestos fibres or materials containing asbestos.
- b. Silica in any form including silica particles, including but not limited to the actual or alleged presence or actual, alleged or threatened dispersal of, inhalation or ingestion of, contact with, exposure to, or contact with silica in any form, however caused, including any costs or expenses incurred to respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of silica in any form.
- c. “fungi” or “spore(s)”, including but not limited to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spore(s)” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spore(s)”;

- d. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with a., b. and/or c. above;
- e. Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. through d. above.

## **16. Nuclear Energy**

A “nuclear energy hazard” or the possession, consumption, use, handling, disposal or transportation of any “radioactive material” or “fissionable substance”.

## **17. Pollution**

- a. The actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, presence, migration, release or escape of "pollutants" anywhere in the world. However, this exclusion does not apply to “bodily injury” or “property damage”:
  - (i) arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them.
  - (ii) sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with the “Task” being performed by the “Tasker”;
  - (iii) arising out of heat, smoke or fumes from a “hostile fire”.
- b. Any loss, cost or expense arising out of any:
  - (i) Request, demand, direction, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (ii) Claim or "action" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

## **18. Terrorism**

“Terrorism” or any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism".

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## 19. War

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

## 20. Communicable Disease

Any “communicable disease” or the actual, alleged, fear of or threat of a “Communicable Disease” including the fear or threat of transfer, transmission, infection, contamination, quarantine, or closure by civil authority due to or in any way related to “Communicable Disease”. This includes but is not limited to any cost to clean-up, detoxify, remove, prevent, monitor or test:

- i) For a “communicable disease” or the substance or agent associated with the “communicable disease” or
- ii) Any property that is affected by such “communicable disease” or substance or agent associated with the communicable disease”.

This exclusion applies even if a “claim” or “action” alleges negligence or other wrongdoing in the:

- a. Supervision, hiring, employing, training or monitoring of others that may be infected with and spread a “communicable disease”;
- b. Testing for a “communicable disease”;
- c. Failure to prevent the spread of a “communicable disease”; or
- d. Failure to report a “communicable disease” to authorities.

## 21. Unsolicited Communications

any act or omission that violates or allegedly violates any federal, provincial, territorial, state or municipal act, law, statute, ordinance, rule or regulation, that restricts or prohibits the transmitting of any “unsolicited communication”, regardless of the jurisdiction.

## 22. Professional Services

the rendering of or failure to render by the insured or any other person or any error or omission, malpractice or mistake in providing any of the following services:

- a. Any medical or health treatment or services including surgical, dental, nursing, medical imaging, rehabilitation, physiotherapy, optometry, tontorial, massage, chiropractic, or pharmaceutical treatment or services or any furnishing or dispensing of any drugs, supplies or appliances for the same;

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- b. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
  - c. Any cosmetic or aesthetic treatment or services including body piercing, tattooing of any kind, medi-spa treatments, laser, light, ultrasound, radiofrequency or any other skin treatments or devices;
  - d. Engineering, designing, architectural, draftsman or surveying services.

### **23. Data Liability**

- a. erasure, disruption, corruption, misappropriation, misinterpretation of “data”;
- b. erroneously creating, amending, entering, deleting or using “data”;
- c. including any loss of use arising therefrom.

### **24. Cyber Loss Absolute Exclusion**

- a. “Cyber Loss”
- b. If we allege that by reason of this exclusion, any loss, injury damage, cost or expenses is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

### **Excluded Property**

This insurance also does not apply to “property damage” to or any loss or damage to:

#### **1. Tasker Property and Product**

- a. Property which any insured owns, rents or occupies, including any costs or expenses incurred by the Insured or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including preventing of injury to a person or damage to another’s property;
- b. Property loaned to the insured;
- c. Any “product” of the insured.

## **SECTION II – WHO IS AN INSURED**

### **A. Named Insureds and Additional Unnamed Insureds**

- 1. The Named Insured set out in the Declarations is an insured. The Named Insured’s corporate affiliates, “executive officers” and employees are also insureds.

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2. “Taskers” are insureds but only while performing a “Task” and only for acts within the scope of the performance of the “Task”. In order for a “Tasker” to qualify as an insured and receive coverage under this policy, all eligibility requirements set out in paragraph B. below must be met.
  3. The “Tasker’s” “employees” are also insureds but only for acts within the scope of their employment by the “Tasker” which are also acts within the scope of the performance of the “Task”. Such “employees” are only insureds if the employer “Tasker” qualifies as an insured under paragraph 2 above and meets the eligibility requirements set out in paragraph B. below.
  4. No “employee” is an insured for:
    - a. “bodily injury”:
      - i. To any “Tasker” or to a co-“employee”;
      - ii. To the spouse, child, parent or sibling of that co-“employee” as a consequence of paragraph 4.a.i. above;
      - iii. For which there is any obligation to share “compensatory damages” with or repay someone else who must pay “compensatory damages” because of the injury described in paragraph 4.a.i. or ii. Above
    - b. “property damage” to property:
      - i. Owned, occupied or used by; or
      - ii. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- You, any “Tasker”, or any employee, assistant or volunteer worker of you or a “Tasker”.

**B. Tasker Eligibility Conditions:**

This policy intends only to provide coverage for a “Tasker” who is a registered person or incorporated entity who has booked, logged, performed, completed and accepted the registered task via the “BCAA Marketplace Platform”. There is no coverage for any subcontracting within the platform of non-registered Tasker(s).

1. In order to be covered, the “Tasker” must have complied with all terms of service including, but not limited to, the specific terms for providers and the acceptable use and prohibitions.
2. The “Tasker” must as soon as practicable provide us with details relating to the “occurrence”, the persons or entities involved, and the injury or damage arising out of the “occurrence”.

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3. To qualify as an insured, the “Tasker” must agree in writing, as soon as practicable, to:
    - a. cooperate with us in the investigation, settlement or defence of any “claim” or “action”;
    - b. immediately send us copies of any demands, notices, summons, or legal papers received in connection with any “claim” or “action”; and
    - c. notify any other insurer whose coverage is available or is potentially available to the “Tasker”; and
    - d. cooperate with us with respect to coordinating other applicable insurance available to the “Tasker”; and
    - e. authorize us to obtain records and other information related to the “claim” or “action” and conduct and control the defence of the “Tasker” in such “claim” or “action”.

### **SECTION III - LIMITS OF LIABILITY AND MINIMUM LOSS**

#### **A. Limits of Liability**

1. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds or “Taskers”;
  - b. “Claims” made or “actions” brought; or
  - c. Persons or organizations making “claims” or bringing “actions”.
2. The Limits of Liability are inclusive of all “compensatory damages”, “defence costs”, and any other costs, fees, charges, expenses, and supplementary payments.
3. The Annual Aggregate Limit is the most we will pay for all “claims” or “actions” seeking “compensatory damages” for “bodily injury” or “property damage” occurring during the policy period. Our total liability under this policy is the Annual Aggregate Limit which is inclusive of all “compensatory damages” and costs and expenses, including “defence costs”.
4. Subject to the Annual Aggregate Limit, the Each Occurrence Limit is the most we will pay for all “claims” or “actions” including all “compensatory damages” and costs and expenses, including “defence costs” arising out of any one “occurrence”.

#### **B. Minimum Loss**

This provision applies if an amount is shown on the Declarations for minimum loss.

1. Our obligation to pay “compensatory damages” or to defend an “action” applies only if the amount of “compensatory damages” being claimed exceeds the minimum loss stated in the Declarations.
2. The minimum loss amount applies to all “compensatory damages” because of “property damage” and “bodily injury” as a result of any one “occurrence” regardless of the number of persons or organizations who sustain “compensatory damages” because of that “occurrence”.
3. The terms of this policy, including those with respect to notice of accident or occurrence apply irrespective of the application of the minimum loss.

### **C. Deductible**

If a Deductible amount is set out in the Declarations:

- a. Our obligation to pay “compensatory damages” on behalf of the Insured applies only to the amount of “compensatory damages” in excess of the deductible amount stated in the Declarations.
- b. The deductible amount applies to all “compensatory damages” because of “bodily injury” and “property damage” as a result of any one “occurrence”.
- c. The terms of this policy, including those with respect to notice of accident or occurrence and our right to investigate, negotiate and settle any claim or “action”, apply irrespective of the application of the deductible.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or “action” and, upon notification to you of such action taken by us, the insured shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## **SECTION IV – CONDITIONS**

In addition to the Common Policy Conditions, the Statutory Conditions, and the Declaration of Emergency Endorsement (all of which are attached to and form part of this Policy), the following conditions apply to this insurance:

### **1. No Voluntary Payment**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **2. Other Insurance**

If other valid and collectible insurance is available to the insured for loss or damage we cover under this policy, then this policy is primary. Our obligations are not

affected unless any of the “other insurance” is also primary. Then, we will share with all that other insurance by the following method of sharing:

- a. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- b. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **SECTION V - DEFINITIONS**

1. "Abuse" means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of physical, sexual, mental psychological or emotional abuse.
2. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Action" includes:
  - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. "Automobile" means a land motor vehicle, trailer or semi-trailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
4. "BCAA Task Marketplace Platform" means the online platform of the same or similar name owned and operated by B.C.A.A. Holdings Ltd.
5. "Bodily injury" means physical bodily injury, sickness, mental injury or disease sustained by a person including death resulting from any of these. Bodily injury does not include any injury arising from humiliation or discrimination or the violation of any human right or a person's right of privacy.
6. "Claim" means any written or oral demand received by the insured and/or a "Tasker" for "compensatory damages", including a civil action or suit, for "property damage" or "bodily injury" arising from the "Tasker's" performance of a "Task".

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7. "Communicable disease" means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:
- a. the substance or agent includes, but is not limited to, a virus, bacterium, archaeon, parasite, protozoa, prions or other organism or pathogen or any variation or mutation thereof, whether deemed living or not;
  - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne or aerosolized or droplet transmission, bodily fluid transmission, physical contact, vector-borne transmission, transmission from or to any surface or object, solid, liquid or gas or transmission between organisms, and
  - c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any kind.
8. "Compensatory damages" means monetary damages due or awarded in payment for compensating actual injury or economic loss. "Compensatory damages" does not include punitive, exemplary or aggravated damages or the multiple of any multiplied damages award.
9. "Computer Network" means a group of "Computer Systems" and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange "Data".
10. "Computer System" means any computer, hardware, software, application, process, code, program, information technology and communications system or electronic device. This includes any similar system or any configuration of the aforementioned and any associated input, output or data storage device or system, networking equipment or back up facility.
11. "Coverage Territory" means anywhere in the world provided:
- a. the covered "bodily injury" or "property damage" arises out of the performance of a "Task" by a "Tasker" whose ordinary residence is in Canada but is away for a short time for the purpose of performing the "Task"; and
  - b. the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in Canada or the United States of America.
12. "Cyber Loss" means any loss, damage, liability, expense, fines, statutory remedy, or penalties or any other amount directly or indirectly caused by contributed to, or arising out of or in any connection with:
- a. the use or operation of any "Computer System" or "Computer Network";

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- b. the reduction in or loss of ability to use or operate any “Computer System”, “Computer Network” or “Data”;
  - c. access to, processing, transmission, storage or use of any “Computer System” or “Data”;
  - d. inability to access, process, transmit, store or use any “Data”;
  - e. any threat of or any hoax relating to a. b. c. or d. above;
  - f. any error or omission or accident in respect of any “Computer System”, “Computer Network” or “Data”.
13. “Data” means representations of information or concepts, in any form.
14. “Defence costs” means the reasonable fees, costs and expenses incurred in the investigation, defence, monitoring, settlement or appeal of any “claim” or “action.
15. “Employee” means any natural person while in the regular or temporary employment of the insured who the insured compensates directly by salary, wages or commissions and who the insured has the right to direct and control in the performance of such employment.
16. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
17. “Fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
18. “Fungi” includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any “fungi” or “spores” or resultant mycotoxins, allergens or pathogens.
19. “Hostile fire” means one which becomes uncontrollable or breaks out from where it was intended to be.
20. “Insured” means the Named Insured and Additional Unnamed Insured(s) qualifying as such under Section II - who is an insured.
21. “Named Insured” means the Named Insured stated on the Declarations.
22. “Nuclear energy hazard” means the radioactive, toxic, explosive, or other hazardous properties of “radioactive material”.
23. “Occurrence” means an accident in or arising out of the “Tasker’s” performance of a “Task”, including continuous or repeated exposure to substantially the same general harmful conditions. All accidents, losses, harm or damage arising out of the same “Task” will be deemed to be one occurrence.
24. “Pollutants” mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. "Product":

a. Means:

- i. Any goods or products manufactured, sold, handled, distributed or disposed of by:
  - 1. The "Tasker";
  - 2. Others trading under the "Tasker" name; or
  - 3. A person or organization whose business or assets the "Tasker" has acquired; and
  - 4. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the "product"; and
- ii. The providing of or failure to provide warnings or instructions.

26. "Property Damage" means physical damage to tangible property. For the purposes of this policy, "data" is not tangible property.

27. "Radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

28. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

29. "Task" means all work related to the scope of the "Task" as documented on the "BCAA Task Marketplace Platform" between the customer and the "Tasker".

30. "Tasker" means the individual(s) persons or incorporated entity(ies) registered in the "BCAA Task Marketplace" as a Tasker while fulfilling a "Task".

With respect to establishing the premium base, "Taskers" means the total number of individual persons and incorporated entity(ies) who are registered on the "BCAA Task Marketplace Platform" to perform "Tasks" for customers during the policy term.

31. "Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the

intention to influence any government and/or to put the public, or any section of the public, in fear.

32. “Unsolicited communication” means communication in any form sent to any person or organization without their prior consent.

33. “Work”:

a. Means:

- i. Work or operations performed by the “Tasker” or on behalf of the “Tasker” as part of the “Task”; and
- ii. Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “work”, and
- ii. The providing of or failure to provide warnings or instructions.

### **COMMON POLICY CONDITIONS & STATUTORY CONDITIONS**

Throughout the Policy, unless otherwise expressly stated, “the Insured” refers to the Named Insured shown on the “Declarations page” and “the Insurer” refers to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning, as defined either in the Definitions Section of this Form or in the liability or property coverage forms attached to this Policy.

The following Conditions are included under each part of the Policy, unless stated otherwise.

#### **1. Audit and Inspection**

- a. The Insurer may examine and audit the Insured’s books and records at any time during the policy period and extensions of the policy period and up to three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.
- b. The Insurer shall be permitted, but is not obligated, to inspect the Insured’s property and operations. Neither the Insurer’s right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for

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the benefit of the Insured or others to determine or warrant that such property or operations are safe.

## **2. Cancellation - Termination**

- a.** The first Named Insured shown on the Declarations may terminate this policy or any of its individual coverages at any time by sending the Insurer a written request.
- b.** The Insurer may terminate this policy or any of its individual coverages at any time by sending to the first Named Insured by registered mail written notice of termination at least:
  - i.** Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
  - ii.** Thirty (30) days before the effective date of termination if the insurer terminates for any other reason.
- c.** The Insurer's notice of termination will be mailed or delivered to the first Named Insured's last mailing address known to the Insurer and will indicate the date on which coverage is terminated. If notice of termination is mailed, proof of mailing will be sufficient proof of notice.
- d.** The thirty (30) and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 2.b.i. and 2.b.ii. starts to run on the day the registered letter or notification of it is delivered to the Insured's mailing address.
- e.** If this Policy or any part of it is terminated by the Insurer:
  - i.** Where the premium is not subject to adjustment or determination as to amount, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata;
  - ii.** Where the premium is subject to adjustment or determination as to amount, the Insurer will refund the excess of the paid premium above the premium earned, when determined.
- f.** If this Policy or any part of it is terminated by the Insured:
  - i.** Where the premium is not subject to adjustment or determination as to amount, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of any minimum retained premium provided by the Policy;
  - ii.** Where the premium is subject to adjustment or determination as to amount, the Insurer will refund the excess of the paid premium

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above the premium earned, when determined, subject to the retention of any minimum retained premium provided by the Policy.

- g.** Refund of excess premium may be made by money, post office order, electronic transfer, postal note or cheque.
- h.** Premium adjustment may be made at the time termination is effected and if not then made shall be made as soon as practicable after termination becomes effective but payment or tender of unearned premium is not a condition of termination. Termination will be effective even if the Insurer has not made or offered a refund.
- i.** If the policy is terminated, the effective date of termination will become the end of the policy period. If a part of this policy is terminated, that date will become the end of the policy period as respects that part only.

### **3. Changes**

This policy contains all of the agreements between the Insured and the Insurer concerning the insurance afforded. This policy can only be changed by a written endorsement issued by the Insurer that becomes part of this policy.

### **4. Prohibited Coverage – Trade or Economic**

- a.** This insurance does not apply to extent that any economic or trade sanctions or other laws or regulations prohibit the Insurer from providing insurance.
- b.** The Insurer will provide coverage as set out in this policy only to the extent that providing such coverage does not expose the Insurer or any of its affiliated or parent companies to:

  - i.** Any trade or economic sanction under any law or regulation of Canada; or
  - ii.** Any other applicable trade or economic sanction, prohibition or restriction, provided that this condition will not contravene any applicable federal law of Canada.

### **5. Prohibited Coverage – Unlicensed Insurance**

- a.** With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

- b. The Insurer does not assume responsibility for:
  - i. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because the Insurer is not licensed to provide insurance in such country or jurisdiction; or
  - ii. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which the Insurer is not licensed to provide insurance.

## **6. First Named Insured/ Premiums**

- a. The first Named Insured shown on the Declarations:
  - i. Is responsible for the payment of all premiums; and
  - ii. Will be the payee for any refund or return of premiums that become payable under this policy.
- b. The Insurer computes all premiums for this policy in accordance with its rules, rates, rating plans, premiums and minimum premiums. The premium(s) shown on the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effect date of this policy, the Insurer will compute the premium in accordance with its rates and rules then in effect.

## **7. Inspections and Surveys**

- a. The Insurer has the right to:
  - i. Make inspections and surveys at any time;
  - ii. Give the Insured reports on the conditions found by the Insurer;
  - iii. and Recommend changes.
- b. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, the Insurer does not warrant that conditions:
  - i. Are safe or healthful; or
  - ii. Comply with laws, regulations, codes or standards.
- c. Subparagraphs a. and b. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for the Insurer.

## **8. Transfer of rights and duties**

- a. The Insured's rights and duties under this policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured.
- b. If a Named Insured dies, the Named Insured's rights and duties will be transferred to the Named Insured's legal representative but only while acting within the scope of duties as the Named Insured's legal representative. Until the legal representative is appointed, anyone having proper temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect tot that property.

## 9. Subrogation

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all right of recovery of the Insured against others, and may bring an action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. The Insurer shall have the right to control such subrogation.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to the loss shall not affect the right of the Insured to recover.

## 10. Currency Clause

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

## 11. Short Rate Cancellation Table

Days in Force	Percentage of Premium Retained
1 to 54	25
55 to 58	26
59 to 62	27
63 to 65	28
66 to 69	29
70 to 73	30
74 to 76	31
77 to 80	32
81 to 83	33
84 to 87	34

88 to 91	35
92 to 94	36
95 to 98	37
99 to 102	38
103 to 105	39
106 to 109	40
110 to 113	41
114 to 116	42
117 to 120	43
121 to 124	44
125 to 127	45
128 to 131	46
132 to 135	47
136 to 138	48
139 to 142	49
143 to 146	50
147 to 149	51
150 to 153	52
154 to 156	53
157 to 160	54
161 to 164	55
165 to 167	56
168 to 171	57
172 to 175	58
176 to 178	59
179 to 182	60
183 to 187	61
188 to 191	62
192 to 196	63
197 to 200	64
201 to 205	65
206 to 209	66
210 to 214	67
215 to 218	68
219 to 223	69
224 to 228	70
229 to 232	71
233 to 237	72
238 to 241	73
242 to 246	74
247 to 250	75
251 to 255	76

256 to 260	77
261 to 264	78
265 to 269	79
270 to 273	80
274 to 278	81
279 to 282	82
283 to 287	83
288 to 291	84
292 to 296	85
297 to 301	86
302 to 305	87
306 to 310	88
311 to 314	89
315 to 319	90
320 to 323	91
324 to 328	92
329 to 332	93
333 to 337	94
338 to 342	95
343 to 346	96
347 to 351	97
352 to 355	98
356 to 360	99
361 to 365	100

## 12. Compliance by Insured

The Insurer has no duty to provide coverage under this policy unless the Named Insured and any other involved insured have fully complied with all of the terms and conditions of the policy.

## 13. Governing Law and Jurisdiction

- a. This policy shall be governed and construed in accordance with the laws of the province or territory of Canada in which it is delivered to the Insured.
- b. The Insurer, the Insured and any other person or organization seeking to enforce any rights under this policy in accordance with its terms will submit to the jurisdiction of the courts of such province or territory in relation to any and all actions or proceedings of any nature or kind brought under or in relation to this policy.

## 14. Legal Action against Insurer

Every action or proceeding against the Insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation or statutory condition.

## **15. Special Statutory Provisions (limitations)**

If any condition of this policy relating to limitation of time for notice of accident or loss or damage or for instituting legal proceedings is at variance with any specific statutory provision in the jurisdiction in which the accident occurs, such statutory provision shall be substituted for such condition.

## **16. Title of Paragraphs**

The titles of the various paragraphs of this policy and endorsements if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

### **Declaration of Emergency Endorsement - Extension of Termination or Expiry**

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an “emergency” is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The “emergency” must have a direct effect or impact on:
  - i. the Insured, the insured site or insured property located in the declared emergency area; or
  - ii. the operations of the Insurer or its agent/broker located in the declared emergency area.
2. A. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the “emergency” is terminated plus the lesser of: i) 30 days; or ii) the number of days equal to the total time the “emergency” order was in effect.
2. B. If this policy is due to expire during an “emergency”, it will continue in force until the “emergency” is terminated plus the lesser of:
  - i. 30 days; or
  - ii. ii) the number of days equal to the total time the “emergency” order was in effect.
3. In no event shall the total term of this extension exceed 120 consecutive days.

The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

“Emergency” means the first statutory declaration of an emergency:

- a. with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to 395 property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b. as provided for by the relevant governing legislation if different from a). but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.