

## COMMERCIAL GENERAL LIABILITY MAX

### WELDING OR CUTTING AND OPEN FLAME WARRANTY

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

#### 1. WELDING, TORCH CUTTING AND OPEN FLAME WARRANTY

It is warranted and made a condition precedent to recovery under this Policy that you will comply with the following warranties when any welding operations, torch cutting operations and any other operations involving the application of open flame and/or **hot work** in any form or manner, take place away from your premises:

- 1.1. The entire area within fifteen (15) meters or fifty (50) feet of welding operations, cutting operations or other operations involving the application of open flame and/or **hot work** will be swept and kept clean and any combustibles will be covered with a non-combustible tarpaulin or sheeting; and
- 1.2. A multi-purpose fire extinguisher bearing Underwriters' Laboratories of Canada label shall be placed within six (6) meters or twenty (20) feet of the welding or cutting operation or other operations involving the application of open flame and/or **hot work**; and
- 1.3. No work will be performed on tanks or containers without prior knowledge of the contents of such tanks or containers; and
- 1.4. Before and after all such operations, the immediate area shall be hosed down with water unless the use of water could or would cause **property damage**; and
- 1.5. A fire-watcher, having no other functions, will at all times while operations are being performed, watch for and extinguish any sparks and will remain in the immediate area for at least sixty (60) minutes after the completion of such operations and a final inspection of the **hot work** area shall be conducted four (4) hours after completion of work; and
- 1.6. The fire-watcher referred to in sub-paragraph 1.5. above will be properly equipped and able to perform fire prevention and protection duties during the operation.

#### 2. SALAMANDER WARRANTY

It is warranted and made a condition precedent to recovery under this Policy that you will comply with the following warranty:

- 2.1. Whenever the Insured is employing the use of a **salamander** or any other heating device, such device will be positioned on fire resistive drywall board, tied off to a wall stud, with not less than what is the equivalent in meters - or three (3) feet of clear space surrounding it.

#### 3. DEFINITIONS

- 3.1. **Hot work** means any operations involving open flames or producing heat or sparks, including but not limited to, cutting, welding, soldering, brazing, grinding, adhesive bonding, thermal spraying and thawing pipes.
- 3.2. **Salamander** means any portable, temporary heating device, including, but not limited to propane, oil, kerosene, radiant or any other flame device.

**Failure of the Insured to comply with any or all of the above warranties will render the coverage provided under this Policy null and void** in the event of loss arising out of any welding or cutting operations or other operations involving the application of open flame or heat in any form or manner, away from your premises.

I have read, and fully understand and accept this Welding or Cutting and Open Flame Warranty Endorsement which forms part of this policy. By signing below, I acknowledge that I am the Named Insured or am duly authorized to sign on behalf of the Named Insured.

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Signature of Insured

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Date

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Title of Insured, please print

All other terms and conditions of the Policy remain unchanged.