

COMMERCIAL GENERAL LIABILITY MAX

OILFIELD WELDING ENDORSEMENT AND 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. The following paragraph is added to COMMON EXCLUSIONS COVERAGES A, B, C and D under SECTION I – COVERAGES in the Commercial General Liability Max form:

This insurance does not apply to:

8. Welding Operations

Bodily injury, property damage or personal injury arising out of, caused by or contributed to by:

- 8.1. The wilful violation of any procedural or safety regulation imposed by any governmental authority or person, firm, corporation on whose behalf **welding operations** are being done;
- 8.2. Any hot tap or hot tie-in operations conducted by or on behalf of the Insured.
- 8.3. **Welding operations** for demolition or salvage work conducted by or on behalf of the Insured.
- 8.4. **Welding operations** by any person who has not been tested and certified to perform said work.

2. WARRANTY

It is warranted and made a condition precedent to recovery under this Policy that the Insured will comply with the following warranties when any **welding operations** take place away from the Insured's premises:

2.1. Pressure **welding operations** will only be performed by, or under the direct supervision of, a pressure welder with the following minimum qualifications:

2.1.1. A "B" level Pressure Welder's Certificate of Competency as specified by the *British Columbia Power Engineers, Boiler and Pressure Vessel and Refrigeration Safety Regulation* (or as specified by any replacing regulations) or, as an equivalent; an Alberta "B" Pressure Welder's Certificate of Competency as specified by the *Alberta Pressure Welders Regulation* (AR169/2002) (or as specified by any replacing regulations) or, as an equivalent; a Saskatchewan Pressure Welder's Certificate P1-F3/F4 as specified by *Regulations SR61/78 of the Saskatchewan Boiler and Pressure Vessel Act* (or as specified in any replacing regulations) and,

2.1.2. A minimum of two (2) years pressure welding experience;

2.2. Non-pressure **welding operations** will only be performed by, or under the direct supervision of, a journeyman welder with the following minimum qualifications:

2.2.1. Journeyman Welder Certificate in an authorized jurisdiction; and

2.2.2. A minimum of two (2) years welding experience;

And;

2.3. All combustible or flammable materials within forty (40) feet of the **welding operations** site will be removed or protected by a non-combustible protective cover at all times during the **welding operations**; and

2.4. A fully charged and serviceable fire extinguisher (minimum twenty (20) lbs.) approved by Underwriters Laboratories of Canada will be kept within twenty (20) feet of such operations; and

2.5. Purging procedures will be adhered to; as laid out by the appropriate Provincial regulations and as required by any person, firm or corporation for whom **welding operations** are being conducted; and

2.6. The Insured's job supervisor, or next most senior **employee**, or a trained fire watch/fire suppression person from amongst the site owner's personnel will:

2.6.1. Remain at the exact site of the **welding operations** continuously for at least thirty (30) minutes after the shutdown of all torches, electrodes, or any open flame; and

2.6.2. Again examine the exact site(s) of the **welding operations** following the thirty (30) minute period specified in item 2.6.1. above and no sooner than sixty (60) minutes after the shutdown of all torches, electrodes, or any open flame; in order to monitor and to act upon any hot spots, smoke, smoldering materials and similar fire hazards.

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 regards to bodily injury, property damage and personal injury arising out of, caused by or contributed to by **welding operations**.

3. DEFINITION

Welding operations means welding by any medium or method and also means the use by or on behalf of an Insured of any open flame, including (but not limited to) soldering, brazing or torch cutting.

All other terms and conditions of the Policy remain unchanged.