

Heat Application Conditions Precedent to Coverage

Conditions Precedent to Coverage - Welding, Cutting or the Application of Heat

Policy No.: _____ **Effective Date:** _____

Attaching to and forming part of Commercial General Liability Form.

In consideration of the amount of the premium charged it is a condition precedent to any coverage under this Policy that with respect to any welding operation, cutting operation or operation involving the application of heat including:

- a) the use of a welding or cutting torch, or
- b) the use of electric arc welding equipment, or
- c) any process which is similar to or carried on in connection with welding (including electric arc welding or cutting which involves the application of heat by any means), or
- d) any application of heat:

away from the Named Insured's premises, each of the following precautions will be taken:

1. Immediately before each welding operation, cutting operation or operation involving the application of heat:
 - a. the immediate area in which the operation is to be carried out must be segregated to the greatest extent reasonably possible by screens made of metal or suitable non-combustible shields,
 - b. any holes or openings to adjacent areas through which sparks or hot materials could pass through shall be covered or closed with non-combustible materials to prevent the passage of sparks or hot materials, and
 - c. all combustible and flammable real and personal property within a 15 metre distance from each welding operation, cutting operation or operation involving the application of heat shall be removed or if not removed then they must be fully covered and protected by the use of non-combustible materials against sources of ignition.
2. Before heat is applied to metal work built into or projecting through walls or partitions an examination by the Insured must be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat.
3. During and for one hour immediately following each welding operation, cutting operation or operation involving the application of heat, a fire extinguisher which is:
 - a. in full and proper working order, and
 - b. of a type and capacity capable of extinguishing a fire in any object, part, substance or structure which may be exposed to heat

will be in close proximity to where such welding operation, cutting operation, or operation involving the application of heat is or was carried on.

4. A competent guard or watchman trained in the use of fire extinguishing equipment will be present during and for one hour immediately following the completion of each welding operation, cutting operation or operation involving the application of heat and will watch for and extinguish any sparks, combustion or fire and will give warning of any sparks, combustion or fire.
5. A competent guard or watchman trained in the use of fire extinguishing equipment will do a final inspection of the hot work area 4 hours following the completion of each welding operation, cutting operation or operation involving the application of heat and will watch for and extinguish any sparks, combustion or fire and will give warning of any sparks, combustion or fire.
6. With respect to hot membrane installation, once the installation is completed or suspended the Insured must take readings of the roof temperature using a hand-held infrared thermometer following all of the thermometer manufacturer's instructions as to its operation in order to detect zones of heat on the roof which might be ignition points for fires so that appropriate remedial steps, including further monitoring, can be taken.

The Insured must comply strictly with each of the above conditions precedent to coverage. If there is evidence that any Insured breached any of the above conditions precedent to coverage then, regardless of whether the breach is causally connected to the loss,:

- a) there is no coverage under this Policy under any of the Insuring Agreements in the Commercial General Liability policy form, or contained in any Endorsement and the Insurer shall have no obligation to pay on behalf of any Insured any sums which such Insured shall become legally obligated to pay as compensatory damages by reason of liability imposed by law, or assumed by any Insured under contract, arising out of any claim made or suit brought against such Insured; and
- b) the Insurer shall have the right to adduce evidence extrinsic to the pleadings in any action, application or petition for coverage brought by any Insured where that extrinsic evidence is relevant to prove a breach of any of the above conditions precedent to coverage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the statements, agreements, exclusions or conditions of the Policy other than as stated above.