

**Form #BPM400-D - Standard Warranties (For Blanket Policy)**

(Rev. 7 June 2018)

It is hereby agreed and understood that the following clauses and warranties attach to and form part of the property and liability insurance policies.

**APPLICABILITY CLAUSE**

It is hereby agreed and understood that the following warranties apply to and form part of the attached policy. The insured is required to do all that is reasonably possible to ensure all of the following warranties are complied with. Reasonable actions include, but are not limited to:

- a) Incorporating these warranties into contracts with the sub-trades (where appropriate). Where there is no contract between the insured and a sub-trade, the insured must give written notice of these warranties to the appropriate sub-trade.
- b) The insured is expected to follow through with occasional checks of the project site to ensure the sub-trades actions are not leading to a breach of any of these warranties.
- c) Where a project safety manual or procedure manual is in place, the insured is expected to write these warranties into the manual so all employees and other stakeholders in the project can review.

**1. TARRING AND TORCH-ON MEMBRANE OPERATIONS WARRANTY**

Pre-Operations Requirements:

- All portable combustible materials (including, but not limited to lumber, sawdust, etc) must be a minimum of 20 feet away from the work area(s). Sheet metal guards, asbestos blankets and similar protection must be provided to prevent ignition of combustible material that cannot be moved.
- Suitable fire extinguishers of hand hose must be maintained near the operations

Post-Operation Requirements:

- After work, a thorough check must be made for smoldering fire and guard patrol protection must be maintained for a minimum of two hours.

**2. HOT WORKS OPERATION WARRANTY**

"Hot Works" – Definition:

For the purposes of this warranty, Hot Works is defined as follows:

- a. This process whereby one or more of the parts to be joined is heated near or above its melting point, and the heated surfaces are caused to flow together;
- b. The process of applying heat to bring to red head the spot to be severed, gouged or pierced and the metal is burned in a jet of oxygen;
- c. Grinding operations that generate sparks;
- d. NOTE: Soldering of copper pipes is not considered "HOT Works" – refer to the SOLDERING WARRANTY for requirements.
- e. NOTE: For Hot Tar work and torch on membrane works, Refer to "TARRING AND TORCH ON MEMBRANE OPERATIONS WARRANTY" for the requirements.

Pre-Operations Requirements:

- ALL portable combustible materials (including, but not limited to lumber, sawdust, etc) must be a minimum of 20 feet away from the work area(s). Sheet metal guards, asbestos blankets and similar protection must be provided to prevent ignition of combustible material that cannot be moved.
- Drums, tanks or other containers or any explosive liquids or vapors, must be cleaned and cleared of flammable or explosive liquids or vapors before work is done on them.
- Suitable fire extinguishers or hand hose must be maintained near the operations.
- Examination of the area or proximity of "hot works" one hour following the completion of such work is required.

**3. SOLDERING WARRANTY**

The following must be adhered to when soldering copper pipes:

- Suitable fire extinguishers or hand hose must be maintained near the operations.

**4. OPEN FLAME HEATING WARRANTY**

- It is warranted that where a propane gas heater or other open flame-heating device is used inside a structure; the device must be positioned on a minimum of 30 minutes fire rated fire resistive drywall board or equivalent fire rated material, tied off to a wall or anchored to the floor, with not less than three (3) feet of clear space surrounding it.

**5. REFUSE WARRANTY**

Burning:

- It is hereby understood and agreed that there shall be no refuse burned at any construction site covered under this policy unless the insured has obtained authorization under the Fire Marshals Act, the Environmental Protection Act, and/or local permit has been obtained.

Storage and Refuse of other Materials:

- All portable combustible materials (including, but not limited to lumber) must be removed a minimum of 20 feet from the working and adjoining areas, or kept in a metal sanitation bin.
- There will be no storage of building materials on the roads that are required by fire department to access the project.

**6. FIRE FIGHTING AND HYDRANT WARRANTY**

- Access roads will permit fire trucks to enter the site and have access to all hydrants prior to start of framing activities
- All fire hydrants will be in proper working order with proper water pressure and that any interruption in same coming to the knowledge of the Insured will be immediately reported to the Insurer.

**7. FIREBREAK SPACING WARRANTY II**

- This policy shall insure a maximum of seven structures (buildings) on adjoining lots prior to the exterior walls being fully completed. It is warranted that a firebreak as defined shall separate such groupings of unfinished structures (buildings). Firebreak shall mean one lot with a fully finished structure (building) on said lot, or one lot with no structure, building materials or refuse on said lot.

**8. HOURLY PATROL WARRANTY**

- It is warranted that the insured has arranged a contract for an hourly patrol service when there are 20 or more structures insured at a project site(s) insured under this policy, upon commencement of framing activities and continuing until the project is completed and not at the risk of the insurer.
- For the purposes of this Warranty, this service shall patrol the project site on a hourly basis, from the cessation of regular construction work in the afternoon until resumption of work the following morning and at all time when the construction activities are suspended.
- Framing Activities means the stage of the construction project when the building walls, beams, or structure are being erected.

**9. 90-DAY REVIEW CLAUSE**

- It is hereby understood and agreed the insurer retains the right to adjust the rates subject to 90-day notification to the insured.

**10. FORM #501 – SUB-CONTRACTORS CGL WARRANTY**

The insured must obtain written proof of CGL insurance (minimum of \$1 million limit) from all major sub-contractors (major sub-contractors being – electrical, mechanical, plumbing, roofing, framing, masonry and any contractor using open flame devices) prior to allowing them to commence work on site.

**FAILURE TO COMPLY WITH THESE WARRANTIES SHALL RENDER ALL INSURANCE UNDER THIS POLICY NULL AND VOID.**

All of these warranties have been written so as to apply to the more common site situations, however, if you require clarification or a more specific warranty written for the project, your request should be presented to underwriters in writing. It may require that a site inspector be sent by underwriters.

**Confirmation of any change or variation in these warranties must be obtained from Premier in writing and must be attached to this policy or clearly indicated on the policy declarations to be valid.**

**EXCEPT AS PROVIDED HEREIN, ALL THE TERMS AND CONDITIONS OF THIS POLICY SHALL HAVE FULL FORCE AND EFFECT.**

SAMPLE