

**CONTINGENT LIABILITY FROM ENFORCEMENT OF BUILDING BY-LAWS:
DEMOLITION AND DEBRIS REMOVAL COST
- UNDAMAGED PORTION OF BUILDING – E32**

1. In consideration of the additional premium and subject to the terms, conditions and limitations of the Policy including endorsements thereon, a separate amount of insurance as stated in the Declarations is provided applicable only to the cost of demolishing, and clearing the site of, any undamaged portion of the buildings or structures where such cost arises out of loss, destruction or damage by a peril insured against under the policy and is occasioned by the enforcement of any by-law, regulation, ordinance or law which
 - (a) regulates zoning or the demolition, repair or construction of damaged buildings or structures;
 - (b) is in force at the time of such loss, destruction or damage; and
 - (c) necessitates demolition.

2. The Insurer shall not be liable under this endorsement for:
 - (a) any loss occasioned by the enforcement of any by-law, regulation, ordinance or law which
 - (i) regulates zoning or the demolition, repair or construction of damaged buildings or structures;
 - (ii) is in force at the time of loss, destruction or damage by a peril insured against under the Policy; and
 - (iii) prohibits the Insured from rebuilding on the same site or on an adjacent site or prohibits continuance of like occupancy;
 - (b) more than the amount of insurance specified in this endorsement, irrespective of the number of items insured;
 - (c) any greater proportion of any loss than that which the amount insured under this endorsement in respect of the cost of demolition and clearing the site bears to the total amount of insurance in respect of such cost.
 - (d) direct or indirect loss, damage, cost or expense, arising out of the clean-up, removal, containment, treatment, detoxification, decontamination, stabilization, neutralization or remediation resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”; or
 - (e) direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”.

3. If the Policy insures two or more items, the foregoing shall apply separately to each item to which this endorsement applies.