

# BUILDING BY-LAWS ENDORSEMENT

Words and phrases in bold font or quotation marks 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 modifies insurance provided under the following:

Building and/or Contents - Broad Form (BF02)

Commercial Building and Contents Named Perils Form (NP02)

## 1. INDEMNITY AGREEMENT

This insurance is, without increasing the amount of insurance, and only as a result of an insured peril, extended to indemnify the Insured for:

- 1.1. loss occasioned by the demolition of any undamaged portion of the **building**;
- 1.2. the cost of demolishing and clearing the site of any undamaged portion of the **building**;
- 1.3. any increase in the cost of repairing, replacing, constructing or reconstructing the **building** on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy;

arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged **building**, and is in force at the time of such loss or damage.

## 2. EXCLUSIONS

This endorsement does not insure against:

- 2.1. the enforcement of any by-law, regulation, ordinance or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
- 2.2. direct or indirect loss, damage, cost or expense, arising out of **clean up** resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**;
- 2.3. 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**; or
- 2.4. the enforcement of any by-law, regulation, ordinance or law which would apply in the absence of a loss.

Except as otherwise provided in this endorsement, all terms and conditions of this policy shall remain unchanged.