

## LIMITED SOLAR EQUIPMENT ENDORSEMENT

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

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### PROPERTY DEFINITION

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The following definition is added to the Definitions section of the Farm and Dwelling Coverage "terms". The definition is also added to the Definitions section of each applicable coverage part.

"Solar Equipment" - means any equipment, apparatus, mechanism, panel, cell, shingle, inverter, batteries, energy storage units, support or mounting brackets, wiring, pole, or similar item used in the production, harnessing, capture or converting of solar energy into electrical current.

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### PROPERTY EXCLUSION

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The following exclusion is added under General Policy Exclusions.

"**Solar Equipment**" -- "We" do not pay for the loss, cost, or expense to "Solar Equipment". This exclusion includes any "Solar Equipment" attached or mounted to a structure or is a permanently installed stand-alone structure or system.

"We" do not cover the cost to remove or re-install any "Solar Equipment" attached to or that is a part of any structure.

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### INCIDENTAL PROPERTY COVERAGE

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This form provides the following Incidental Property Coverages. This coverage provides

additional insurance unless otherwise stated. "We" pay for sudden and direct physical loss to "Solar Equipment". Subject to any applicable deductible, the "limit" we will pay per occurrence is the greater of:

- a. \$10,000, or
- b. The amount applicable for "Solar Equipment" coverage as shown on the declaration page to which this endorsement is attached.

"We" also pay the cost to remove and re-install "Solar Equipment" to allow for repair or replacement of roofing material that is damaged as a result of a covered peril to that structure the "Solar Equipment" is attached.

The most "we" pay for the removal or re-installation of undamaged "Solar Equipment" is \$5,000 per occurrence.

This is not an additional amount of insurance.

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### PERILS SECTION

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"**Solar Equipment**" -- "We" insure "Solar Equipment" for risks of direct and sudden physical loss unless the loss is excluded below or under the General Exclusions.

#### Exclusions Applying to "Solar Equipment":

- a. **Animal Nesting, Infestation, Or Discharge** -- "We" do not pay for loss caused by nesting, infestation, discharge, or release of waste products or secretions by animals, including but not limited to birds, rodents, reptiles, insects, or vermin.

If the animal nesting, infestation, or discharge causes a fire or explosion, "we" cover the loss or damage caused by the fire, explosion, collision, or overturn.

- b. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration, including corrosion, decay, vibration, fungus, mildew, mold, rot, rust, extremes in temperature, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

If contamination or deterioration results in a fire or explosion, "we" cover the loss or damage caused by that fire or explosion.

- c. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint ventures, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees. "We" do not pay for theft by employees or tenants.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- d. **Electrical Currents** -- "We" do not pay for loss caused by arcing or electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a fire or explosion, "we" cover the loss or damage caused by that fire or explosion.

- e. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

- f. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is the unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

- g. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction, including a breakdown or malfunction resulting from a structural, mechanical, adjusting, assembling, repairing, altering, or reconditioning process.

"We" pay for loss if the mechanical breakdown results in fire or explosion.

- h. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, degeneration, decreased efficiency, marring, or scratching.

- j. **Voluntary Parting** -- "We" do not pay for loss caused by a voluntary parting or resulting from the voluntary parting of title to or possession of any property because of a fraudulent scheme, trick, or false pretense.

- k. **Weather** -- "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded.

- l. **Smoke, Vapor, Smog, or Gas** -- "We" do not pay for loss caused by smoke, vapor, smog, or gas.

- m. **Defects, Errors, And Omissions** -- "We" do not pay for loss caused by an act, defect, error, or omission (negligent or not) relating to:

- 1) design, specifications, construction, materials, or workmanship; or

2) maintenance, installation, adjusting, updating, renovation, remodeling, or repair.

If an act, defect, error, or omission as described above results in a covered peril, "we" cover the loss or damage caused by that covered peril.

- n. **Pressure, or Weight of Ice or Water** -- "We" do not pay for damage caused by pressure or weight of ice or water, whether driven by wind or not, to "Solar Equipment".
- o. **Theft** -- "We" do not cover theft or attempted theft to any "Solar Equipment" located at a vacant or unoccupied location.
- p. **Settling, Cracking, Shrinking, Bulging, or Expanding** -- "We" do not pay for loss caused by the settling, cracking, shrinking, bulging, or expanding of a structure.
- q. **Pollution** -- "We" do not pay for loss caused by the release, discharge, dispersal, refraction, and visual nuisance "pollutants".

"We" pay for an ensuing loss that results from any of the above unless the ensuing loss itself is excluded.

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## LOSS SETTLEMENT PROVISIONS

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The following provisions apply to "Solar Equipment".

Subject to the "terms" shown under How Much We Pay For Loss or Claim, "we" settle losses according to Replacement Cost Terms.

1. **Replacement Cost Terms That Apply to "Solar Equipment"**- The smallest of the following amounts is used in applying the "terms" under Our Limit:

- a) the cost to repair or replace the property with new property of equivalent kind and quality, to the extent practical, without deduction for depreciation.

b) the amount computed after any special limitation in this policy has been applied to the loss.

2. When the cost to repair or replace for each occurrence is more than \$2,500, "we" do not pay for more than the actual cash value of the loss until the actual repair or replacement is completed. "You" may make a claim for the actual cash value amount of the loss before repairs are made or replacement is completed. A claim for any additional amount payable under this provision must be made within six months after the loss.

3. **Actual Cash Value Terms** -- Actual cash value includes a deduction for depreciation, however caused. Actual cash value means replacement cost at the time of loss minus a deduction for depreciation, however caused. Depreciation means a reduction in value of the property as a result of wear and tear, use, age, operating conditions or technological or economic obsolescence. Depreciation applies to both labor and materials.

The smallest of the following amounts is used in applying the "terms" under Our Limit:

- a. the special "limit".
- b. the cost to replace the property with materials of like kind and quality to the extent practical less depreciation.
- c. the actual cash value of the property at the time of loss.
- d. the amount computed after applying the Other Limitations shown below.

4. A \$2,500 deductible applies to each "occurrence" unless a higher deductible is shown on the declarations page for this coverage.

All other "terms" and conditions of the policy apply.