

SERFF Tracking Number: CSIC-125289494 State: Arkansas
Filing Company: ProCentury Insurance Company State Tracking Number: #? \$50
Company Tracking Number:
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Irrigation Equipment
Project Name/Number: /

Filing at a Glance

Company: ProCentury Insurance Company
Product Name: Irrigation Equipment SERFF Tr Num: CSIC-125289494 State: Arkansas
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: #? \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: State Status: Fees verified
Marine
Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Disposition Date: 11/19/2007
Authors: Ernie Taylor, Maria Reinmann, Teresa Fenton
Date Submitted: 11/16/2007 Disposition Status: Approved
Effective Date Requested (New): 12/15/2007 Effective Date (New): 12/15/2007
Effective Date Requested (Renewal): Effective Date (Renewal):

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/19/2007
State Status Changed: 11/19/2007 Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

This is a Form filing for a program that provides coverage for physical loss or damage for agricultural irrigation equipment. We currently insure this program as Century Insurance, a surplus carrier, and would like to offer it as an admitted company.

Company and Contact

Filing Contact Information

SERFF Tracking Number: CSIC-125289494 State: Arkansas
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TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Irrigation Equipment
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Maria Reinmann, CPCU, AIS, Regulatory MReinmann@centurysurety.com
Operations Filing Analyst
465 Cleveland Ave (866) 772-7481 [Phone]
Westerville, OH 43082 (614) 823-6349[FAX]

Filing Company Information

ProCentury Insurance Company CoCode: 21903 State of Domicile: Texas
465 Cleveland Ave Group Code: 959 Company Type: Property and
Casualty
Westerville, OH 43082 Group Name: ProCentury Ins State ID Number:
Group
(800) 895-2000 ext. [Phone] FEIN Number: 94-6078027

SERFF Tracking Number: CSIC-125289494 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
001319	\$50.00	11/12/2007

SERFF Tracking Number: CSIC-125289494

State: Arkansas

Filing Company: ProCentury Insurance Company

State Tracking Number: #? \$50

Company Tracking Number:

TOI: 09.0 Inland Marine

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Product Name: Irrigation Equipment

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/19/2007	11/19/2007

SERFF Tracking Number: CSIC-125289494 *State:* Arkansas
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Product Name: Irrigation Equipment
Project Name/Number: /

Disposition

Disposition Date: 11/19/2007

Effective Date (New): 12/15/2007

Effective Date (Renewal):

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Complete Forms List	Approved	Yes
Form	Policy Jacket	Approved	Yes
Form	Common Declarations Page	Approved	Yes
Form	Inland Marine Declarations	Approved	Yes
Form	Commercial Inland Marine Common Policy Conditions	Approved	Yes
Form	Scheduled Irrigation Equipment Coverage Form	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Policy Jacket	PICP 1000	03/06	Declaration News/Schedule		0.00	PICP1000_03-06.pdf
Approved	Common Declarations Page	PICP 1001	03/06	Declaration News/Schedule		0.00	PICP1001_03-06.pdf
Approved	Inland Marine Declarations	SIM 1500	05/07	Declaration News/Schedule		0.00	SIM1500_05-07.pdf
Approved	Commercial Inland Marine Common Policy Conditions	SIM 1501	05/07	Declaration News/Schedule		0.00	SIM1501_05-07.pdf
Approved	Scheduled Irrigation Equipment Coverage Form	SIM 1504	05/07	Endorsement/Amendment/Conditions		0.00	SIM1504_05-07.pdf

ProCentury Insurance Company

465 CLEVELAND AVENUE
WESTERVILLE, OH 43082

A STOCK COMPANY

COMMERCIAL LINES POLICY

THIS POLICY JACKET WITH COMMON POLICY CONDITIONS, THE DECLARATIONS PAGE, COVERAGE PART(S), COVERAGE FORM(S) AND APPLICABLE FORMS AND ENDORSEMENTS COMPLETE THIS POLICY.

ProCentury Insurance Company

465 Cleveland Avenue
Westerville, Ohio 43082
614-895-2000
www.centurysurety.com

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NO.:

NAMED INSURED AND ADDRESS:

CODE NO.:

INSUREDS AGENT:

POLICY PERIOD: From: _____ To: _____ at 12:01 A.M. Standard time at your mailing address shown above.

Business Description:

Individual Joint Venture Partnership Limited Liability Company (LLC) Organization (Other than Partnership, LLC or Joint Venture)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM
\$

% of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund.

TOTAL \$

Service of Suit (if form CCP 20 10 is attached) may be made upon:

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

SEE ATTACHED SCHEDULE OF FORMS: CIL 1500b 0202

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:

Countersigned By _____
Authorized Representative

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.



Secretary



President

Serviced By

Mid-America Risk Managers, Inc.
5036 S. 136th Street
Omaha, NE 68137

Inland Marine Declarations

Effective Date:

Policy period from 12:01am CST on: to 12:01am CST on: at the Residence Premises of the Named Insured.

Policy Number:

Named Insured:

Agent:
Agency:

Occupied By: Insured

Print Date:

Loc State Section Township Range County M & E Loss Payee

Payment Method:

Loc

Deductible

Coverage

Premium

Serviced By

**Mid-America Risk Managers, Inc.
5036 S. 136th Street
Omaha, NE 68137**

Inland Marine Declarations

TOTAL COVERAGE	\$
TOTAL ANNUAL PREMIUM	\$

Countersigned: _____ Date _____ By: _____ Authorized Representative _____

Serviced By

**Mid-America Risk Managers, Inc.
5036 S. 136th Street
Omaha, NE 68137**

Inland Marine Declarations

**THE FOLLOWING LIEN HOLDERS HOLD INTEREST
IN THE ABOVE INSURED PROPERTY**

SIM 1500 0507

Policy:

COMMERCIAL INLAND MARINE COMMON POLICY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Individual Commercial Inland Marine Coverage Forms.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of Individual Coverage Parts and Section **II. G. - Definitions** of this form.

I. LOSS CONDITIONS

A. ABANDONMENT

There can be no "abandonment" of any Covered Property to us. In the event of abandonment of any property that is covered by this insurance, the coverage for that property shall cease.

B. APPRAISAL

If we and you disagree on the value of the Covered Property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the Covered Property and amount of "loss". If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

C. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of "loss" to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss". Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered property. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" resulting from a cause of "loss" that is not a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, make a statement, assume any obligation, or incur any expense without our consent except as stated in **C.4.**, above.
6. As often as may be reasonably required, permit us to inspect the property proving the "loss" and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn statement of "loss" containing the information we request to settle the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same "loss", we will not pay more than the actual amount of the "loss".

E. LOSS PAYMENT

We will pay any "loss" covered under this Coverage Part within thirty (30) days after we receive a sworn proof of "loss" if you have complied with all the terms of this Coverage Part and:

1. We reach agreement with you on the amount of the "loss"; or
2. The entry of final judgment; or
3. The filing of an appraisal award has been made.

We will not pay you more than your financial interest in the Covered Property.

We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

We will not be liable for any part of a "loss" that has been paid by others.

F. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered "loss". Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same "loss", other than that described in **1.** above, we will pay only for the amount of covered "loss" in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. PAIR, SETS OR PARTS

1. Pair or Set. In case of "loss" to any part of a pair or set we may:
 - a. Repair or replace any part to restore the pair or set to its value before the "loss"; or
 - b. Pay the difference between the value of the pair or set before and after the "loss".
2. Parts. In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. PRIVILEGE TO ADJUST WITH OWNER

In the event of "loss" involving property of others in your care, custody or control, we have the right to:

1. Settle the "loss" with the owners of the property. A receipt for payment from owners of that property will satisfy any claim of yours.
2. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limit of Insurance under this insurance.

I. RECOVERIES

If either you or we recover any property after "loss" settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

J. SALVAGE

It is a Condition of this Insurance that in the event of loss or damage covered hereunder, we may, at our option, pay the amount stated under the Limit of Liability in the Schedule or the actual cash value (whichever is the lesser amount), less any applicable deductible, and such payment shall entitle us to all salvage resulting after such loss or damage.

It is agreed that you shall have the right to retain salvage in exchange for payment to us, or reduction in our loss payment to you, equal to the highest bid we obtain from salvors.

K. REINSTATEMENT OF LIMIT AFTER LOSS

The Limit of Insurance will not be reduce by the payment of any claim, except for total "loss" of a scheduled item, in which event we will refund the unearned premium on that item.

L. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them. But you may waive your rights against another party in writing:

1. Prior to a "loss" to your Covered Property.
2. After a "loss" to your Covered Property only if, at time of "loss", that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

II. GENERAL CONDITIONS

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud, including intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

1. This Coverage Part; or
2. The Covered Property; or
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of "loss", the breach of condition does not exist.

C. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within two (2) years after you first have knowledge of the "loss".

D. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Coverage Property, will benefit from this insurance.

E. POLICY PERIOD, COVERAGE TERRITORY

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

The coverage territory is:

1. The United States of America (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

However, the coverage territory does not include the 3 mile territorial waters and/or oceans adjacent to the coast of the United States of America, it's territories and possessions and Puerto Rico.

F. BANKRUPTCY

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any obligation to which this insurance is applicable.

G. DEFINITIONS:

1. "Abandonment" means you have left and deserted the Covered Property completely to us or it has been physically repossessed by the finance company or loss payee.
2. "Loss" means damage or destruction of Covered Property:
 - a. Covered by coverage parts or forms made a part of this policy, and
 - b. From a Cause of Loss insured by such coverage part or form.

SCHEDULED IRRIGATION EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown on the Declarations. The word "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. DEFINITIONS.

A. COVERAGE

In consideration of the premium paid as shown on the Declarations, we will pay for "loss" to covered property from any of the covered causes of loss.

1. Covered Property

We cover your irrigation equipment, including its spare parts and accessories, set forth in the schedule of property shown on the Declarations up to the limit of insurance specified next to each such item in the schedule.

2. Property Not Covered

We do not cover:

- a. Automobiles, motor trucks, tractors, trailers or motorcycles designed and principally used to transport property or persons over public roads, aircraft or watercraft;
- b. Property while "underground", underwater, airborne or waterborne, except while in transit in the custody of a carrier for hire. But we will pay for underground wiring, underground pumps, well casings and pipe which are essential for the operation of the overall system of irrigation equipment scheduled on the declarations;
- c. Property while leased, loaned or rented to others unless such property is installed on land also being rented or leased to others by you and is in the schedule of property shown on the Declarations; or
- d. Contraband or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

We cover risks of direct physical "loss" to covered property from any external cause except those causes of "loss" listed in the exclusions.

4. Additional Coverages

a. Leased, Rented or Borrowed Irrigation Equipment

We cover the risks of direct physical "loss" caused by you and for which you are legally responsible from any external cause except those causes of "loss" listed in the exclusions to irrigation equipment you may lease, rent or borrow from others, not to exceed \$25,000 in total for leased, rented or borrowed irrigation equipment which is not otherwise listed in the schedule of property shown on the Declarations. However, under the written terms and conditions of the lease, rental or loan agreement, you must be responsible for damage to such equipment.

This Additional Coverage is available to you for 30 days. After 30 days you must report the acquisition of the equipment to us so that we may add the equipment to schedule of property and make a premium charge.

b. Debris Removal

- (1) We will pay your expense to remove debris of covered property caused by or resulting from a covered cause of loss that occurs during the policy period.
- (2) The most we will pay under this additional coverage is \$25,000.

c. Fire Department Service Charges

- (1) We cover the charges you assume by contract or agreement executed prior to loss, or charges you are required to pay by local ordinance if the local fire department is called to save or protect your covered irrigation equipment from direct physical loss or damage caused by or resulting from a covered cause of loss.
- (2) The most we will pay under this additional coverage is \$10,000.

d. Pollution Clean Up and Removal

We will pay your expenses to extract "pollutants" from land, air, water or covered property at the insured's premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a "loss" to covered property that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within one hundred eighty (180) days of the date on which the "loss" occurs.

This additional coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land, air, water or covered property.

The most we will pay under this additional coverage is \$10,000 for the sum of all such expenses arising out of covered causes of loss during each separate twelve (12) month period of this policy.

We will not pay under this additional coverage your expense to remove debris of covered property caused by or resulting from a covered cause of loss that occurs during the policy period.

e. Care, Custody or Control

We will cover your legal liability for damage to irrigation equipment owned by others, not leased, rented or borrowed by you, while located on property in your care, custody and control that occurs as a result of a Covered Cause of Loss. The most that we will pay for "loss" or damage under this coverage is \$25,000 subject to the Deductible, and all other policy provisions.

Care, Custody and Control coverage does not apply to owned leased, rented or borrowed irrigation equipment.

5. Coverage Extension

The limit of insurance for the following coverage extension is included within the limits of insurance applicable to the irrigation equipment listed on the Declarations.

a. Newly Acquired Irrigation Equipment

If during the policy period you acquire additional irrigation equipment, we will cover such additional equipment for up to 60 days after you acquire it or until the policy ends, whichever is sooner. We will cover such additional equipment for up to:

- (1) 25% of the total limit of insurance shown on the Declarations; or
- (2) \$50,000, whichever is the least amount.

You agree to report the value of such equipment to us within the 60 day period and to pay additional premium from the date you acquire it.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation or radioactive contamination from any other cause.

But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by government authority in hindering or defending against any of these events.

d. Pollution

The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided in the Additional Coverages, paragraph 4.d. above.

2. We will not pay for a "loss" caused by or resulting from:

- a.** Delay, loss of use, loss of market or any other consequential loss;
- b.** Unexplained disappearance where there is no evidence of theft,
- c.** Shortage found upon taking inventory
- d.** Freezing, unless you drain the irrigation equipment and shut off the water supply.
- e.** Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

But this exclusion does not apply to property in the custody of a carrier for hire which is not a company you manage or own.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if a "loss" by a covered cause of loss results, we will pay for that resulting "loss" except if the "loss" results from a lack of reasonable maintenance.

- a.** Gradual deterioration, wear and tear, hidden or latent defect, rust, corrosion, mold or any quality in the property which causes it to damage or destroy itself; or
- b.** Rust, oxidation, discoloration or corrosion.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable limit of insurance shown on the Declarations.

D. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Policy Conditions.

1. Deductible

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the deductible shown on the Declarations. We will then pay the amount of the adjusted "loss" in excess of the deductible, up to the applicable limit of insurance.

2. Valuation

a. If the Limit of Insurance on the damaged covered property is at least 90% of its full replacement cost at policy inception we will settle the loss based on the smallest of the following amount:

- (1) The cost to replace the damaged part of the covered property with material of like kind and quality for like use;
- (2) The amount actually and necessarily spent to repair or replace the covered property; or
- (3) The applicable Limit of Insurance.

If you do not repair or replace the property lost or damaged by a covered cause of loss, the irrigation equipment will be valued at actual cash value. Actual cash value is the amount it would cost to repair or replace with equipment of like kind and quality, less an allowance for depreciation and physical deterioration. However, if you replace or commence repair of such property within twelve (12) months from the date of "loss", we will pay you the difference between the actual cash value previously paid and the full cost to repair or replace such property.

The pro-rated unused portion of any non-refundable extended warranties and maintenance or service contracts which may no longer be valid and that you have purchased on the property lost or damaged by a covered cause of loss.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether Paragraph (1) or (2) above applies.

b. If the Limit of Insurance on the damaged covered property is less than 90% of its full replacement cost at policy inception we will settle on the basis of Paragraph (1) or (2) below, whichever is larger

- (1) The actual cash value, as of time of loss, of the damage part of the covered property; or
- (2) A proportion of the cost to repair or replace the damaged part of the covered property, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 90% of the cost to repair or replacement.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether Paragraph (1) or (2) above applies.

If this policy insures two or more items, this condition shall apply to each item separately.

E. DEFINITIONS

1. **"Loss"** means accidental damage to Covered Property from a Covered Cause of Loss .
2. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. **"Underground"** means under the surface of the ground, including but not limited to, shafts, tunnels and mines.

SERFF Tracking Number: CSIC-125289494

State: Arkansas

Filing Company: ProCentury Insurance Company

State Tracking Number: #? \$50

Company Tracking Number:

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Irrigation Equipment

Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CSIC-125289494 State: Arkansas
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Company Tracking Number:
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Irrigation Equipment
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/19/2007

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent.pdf

Satisfied -Name: Complete Forms List **Review Status:** Approved 11/19/2007

Comments:

Attachment:

AR Irrigation Forms List.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

Irrigation Forms List - Arkansas

Form number	Edition	Name
PICP 1001	03/06	Common Declarations Page
PICP 1000	03/06	Policy Jacket
SIM 1500	05/07	Inland Marine Declarations
SIM 1501	05/07	Commercial Inland Marine Common Policy Conditions
SIM 1504	05/07	Scheduled Irrigation Equipment Coverage Form
IL0017	11/98	Common Policy Conditions
IL 0030	01/06	Exclusion of Terrorism
IL 0935	07/02	Exclusion of Certain Computer-related Losses
IL 0950	11/02	Coverage for Certifies Acts of Terrorism; Cap on Losses
IL 0995	01/07	Conditional Exclusion of Terrorism
IL 0163	09/07	Arkansas Changes