

<i>SERFF Tracking Number:</i>	<i>ARMT-125403072</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Agri-Business Insurance Co.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-CH2008 FORMS</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>Crop Hail</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: American Agri-Business Insurance Co.

Product Name: Crop Hail	SERFF Tr Num: ARMT-125403072	State: Arkansas
TOI: 02.1 Crop	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only	Co Tr Num: AR-CH2008 FORMS	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Mike Hargrove, Ida Cisneros	Disposition Date: 01/08/2008
	Date Submitted: 12/31/2007	Disposition Status: Approved
Effective Date Requested (New): 02/01/2008		Effective Date (New): 02/01/2008
Effective Date Requested (Renewal): 02/01/2008		Effective Date (Renewal): 02/01/2008

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Domicile Status Comments:
Reference Organization: NCIS	Reference Number: 2007NCISCH-AR2
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/08/2008	
State Status Changed: 01/07/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

American Agri-Business Insurance Company is filing for your review and approval 2008 crop hail forms. AA-BIC will use policy forms approved under reference filing number 2007 NCISCH-AR2 as well as a previously approved independent form. This filing makes minor wording changes to two currently approved forms in order to clarify language. A forms index is included explaining the purpose of each form and any modifications made.

SERFF Tracking Number: ARMT-125403072 State: Arkansas
 Filing Company: American Agri-Business Insurance Co. State Tracking Number: EFT \$50
 Company Tracking Number: AR-CH2008 FORMS
 TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only
 Product Name: Crop Hail
 Project Name/Number: /

Company and Contact

Filing Contact Information

Mike Hargrove, Crop Hail Manager mhargrove@armt.com
 7101 82nd Street (800) 335-0120 [Phone]
 Lubbock, TX 79424 (806) 784-3449[FAX]

Filing Company Information

American Agri-Business Insurance Co. CoCode: 12548 State of Domicile: Texas
 7101 82nd Street Group Code: Company Type: Property & Casualty
 Lubbock, TX 79424 Group Name: State ID Number:
 (800) 335-0120 ext. 119[Phone] FEIN Number: 74-1556924

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Form Filing: \$50

Total: \$50

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Agri-Business Insurance Co.	\$50.00	12/31/2007	17296603

SERFF Tracking Number: ARMT-125403072 State: Arkansas
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 Product Name: Crop Hail
 Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/08/2008	01/08/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	01/07/2008	01/07/2008	Mike Hargrove	01/07/2008	01/07/2008

SERFF Tracking Number: ARMT-125403072 *State:* Arkansas
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Only
Product Name: Crop Hail
Project Name/Number: /

Disposition

Disposition Date: 01/08/2008
Effective Date (New): 02/01/2008
Effective Date (Renewal): 02/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARMT-125403072 State: Arkansas
Filing Company: American Agri-Business Insurance Co. State Tracking Number: EFT \$50
Company Tracking Number: AR-CH2008 FORMS
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured
Only
Product Name: Crop Hail
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/07/2008
Submitted Date 01/07/2008
Respond By Date 01/19/2008

Dear Mike Hargrove,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/07/2008
Submitted Date 01/07/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Dear Ms. Rawlins,

The issue with the appraisal clause being non-binding is addressed in the Arkansas Amendatory Endorsement which is a mandatory endorsement for the state of Arkansas. I did not file a copy of the endorsement because the form was already approved beginning in 2007. I have attached a copy of the endorsement for you to review.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Arkansas Amendatory Endorsement

SERFF Tracking Number: ARMT-125403072 *State:* Arkansas
Filing Company: American Agri-Business Insurance Co. *State Tracking Number:* EFT \$50
Company Tracking Number: AR-CH2008 FORMS
TOI: 02.1 Crop *Sub-TOI:* 02.1001 Crop-Hail Non-Federally Reinsured
Only
Product Name: Crop Hail
Project Name/Number: /

Comment: I have attached the Arkansas Amendatory Endorsement to the Supporting documents tab as informational only in response to the states objection to the General Provisions regarding Appraisal.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Ida Cisneros, Mike Hargrove

SERFF Tracking Number: ARMT-125403072 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	General Provisions	2008 ARM2008 3	2008	Policy/Coverage Form Replaced	Replaced Form #:0.00 2007 ARM 3 Previous Filing #: AR-CH2007		2008 ARM-3.pdf
Approved	Arkansas Replant Endorsement	ARM- Replant- AR-2008	2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 ARM-Replant-AR-2006 Previous Filing #: AR-CH2006		ARM REPLANT-AR-2008.pdf

GENERAL PROVISIONS

AGREEMENT TO INSURE: We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions. If a conflict exists between the terms of the General Provisions and the Special Provisions, the terms of the Special Provisions will apply. If a conflict exists between the terms of a special crop endorsement and the General Provisions or Special Provisions, the special crop endorsement will apply.

1. COVERAGE.

We cover the crops specified at the locations described in the Schedule of Insurance.

We do not cover crops that have been damaged by an insured peril(s), as defined in the Special Provisions, prior to signing the application, unless agreed to in writing by us.

2. INSURANCE PERIOD.

The insurance is in effect from the time the crop is clearly visible above the ground until the crop is harvested, except as follows:

- a. No coverage is in effect until 12:01 a.m. of the day following the date you and our agent sign the application.
- b. For some crops, there is an additional waiting period if shown in the Special Provisions or in a special crop endorsement.
- c. Coverage expires on the dates shown in the Special Provisions or special crop endorsement.
- d. *Increase of Existing Insurance*
Insurance added to this policy becomes effective at 12:01 a.m. of the day following the date the revised Schedule of Insurance is accepted by us or as otherwise provided in the Special Provisions or special crop endorsement. We will not increase insurance if damage by an insured peril has already occurred, unless agreed to in writing by us.
- e. *Decrease of Existing Insurance*
Reduction or cancellation of insurance will be effective at 12:01 a.m. of the date requested.
- f. *Policy Term*
Your policy is in effect only until coverage expires and only for the crop year specified in the application. If you elect to purchase a new policy for the next or future crop years, we reserve the right to change any terms or provisions of the policy contract.

3. CONTINUOUS POLICIES.

If you have applied for coverage on ARMtech's ARM-CHMP application, your policy will be in effect for all growing seasons from the date of signing the original application. You are required to furnish us with a revised schedule of insurance by filing a MPCl Acreage Report by the applicable Acreage Reporting Date as listed in the FCIC actuarial documents for the state, county and crop insured.

If you do not furnish us with the revised schedule of insurance for the current crop year by the required Acreage Reporting Date, your insurance will be suspended for the applicable crop year. Thereafter your

insurance will only be reinstated from and after the date you have furnished us with a late-filed Acreage Report and it is accepted by us.

We will extend your coverage from the previous growing season at the same limit of insurance per acre until we receive your revised acreage report or the final Acreage Reporting Date, whichever is earlier. If a loss is sustained prior to submitting a revised schedule of insurance, a new schedule must be submitted to us with updated land descriptions and acreage before the loss can be adjusted. The amount of insurance may not exceed the prior year's limit of insurance, and the policy form must be the same.

The premium that we will charge you for each growing season will be based upon our rates in effect for the growing season.

4. DUTIES AFTER LOSS.

a. *Your Duties Are:*

In case of a probable loss to crops insured under this policy you must:

- (1) Give written notice to us within 10 days after the occurrence of one of the insured perils.
- (2) Continue to care for each damaged field of insured crop until we have examined the field; provided, however, that with our written consent, you may preserve representative samples in each damaged field of insured crop.
- (3) Allow us to examine the damaged crop as often as we reasonably require.
- (4) Upon our request, provide a complete harvesting and marketing record of each insured crop.
- (5) Upon our request, submit to an examination under oath.
- (6) Sign a Withdrawal of Claim when our inspection of the crop determines that there is no payable loss under the terms of this policy.
- (7) Within 60 days after your loss, unless we extend such time in writing, submit to us a signed statement in proof of loss declaring your loss and interest in the crop.
- (8) If a claim is made on other insurance arising from the same occurrence for which a claim is made on this policy, upon our request, provide us with all claims material relating to the other insurance.

b. *Our Duties Are:*

- (1) Adjust all losses.

(2) Pay the loss within 30 days after we reach agreement with you, entry of a final judgment, or the filing of any appraisal award with us.

c. *Adjustment Procedures.*

Both you and we agree that the percentage of loss will be determined using the crop-hail loss adjustment procedures published by National Crop Insurance Services, or in the absence of such procedures, other procedures as determined by us, for the particular crop insured and the applicable crop year.

d. *Deferred Adjustment.*

At times it may be necessary for us to defer the adjustment of a covered loss until the percentage of loss can be determined. You must continue to care for the damaged field of insured crop during this deferral period until the actual loss can be determined.

5. LOSS PAYMENT.

a. The amount payable per acre will be the limit of insurance applying on the date of the loss multiplied by the percentage of loss. However, the amount payable may not exceed the actual cash value of the portion of the crop destroyed by perils insured against. **We reserve the right to deduct all premiums payable to the company from any loss.**

b. If a crop loss is also covered by other crop-hail insurance, we will pay only the proportion of the loss that our limit of insurance bears to the total amount of insurance, provided, however that no crop insurance reinsured or approved by the Federal Crop Insurance Corporation will be prorated with this policy. If a crop loss is also covered by other insurance, including but not limited to the following examples, farm property insurance or farm and ranch insurance, then we will pay only for the excess of such loss beyond the amount due from such other insurance, whether collectible or not, and not exceeding our limits of insurance.

6. REDUCTION OF INSURANCE.

The limit of insurance applying to each acre of insured crop will be reduced:

- a. By the gross percentage of loss determined for each loss.
- b. By the same percentage as each acre of crop is harvested.

7. APPRAISAL.

If you and we fail to agree on the percentage of loss caused by one of the insured perils, the following procedure will be used:

- a. The entire crop or a representative sample of the crop, as defined in the policy, must remain intact until a determination of loss is rendered by these procedures

b. One of us will demand in writing that the percentage of loss be set by appraisal.

c. Each of us will select a competent appraiser and notify the other of the appraiser's identity within 10 days after receipt of the written demand.

d. The two appraisers will then select a competent, impartial umpire. If within 10 days of the selection of the appraisers, the two appraisers are unable to agree upon an umpire, you or we can ask a judge of a court of record, in the state which the insured crop is grown, to select an umpire. If the court fails to act on the request within 30 days, you or we can ask the American Arbitration Association to select an umpire.

e. The appraisers will then set the percentage of loss in accordance with provision 4.c. The appraisers' written agreement will be final and binding upon you and us.

f. If the appraisers fail to agree within 10 days, they will submit their difference to the umpire. Written agreement signed by any two of these three will set the percentage of loss. This written report of an agreement will be final and binding upon you and us.

g. In the event you or we fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the percentage of loss and his written report will be final and binding upon you and us.

h. The determination of the percentage of loss rendered by these procedures may be entered in any court of competent jurisdiction as a final judgment.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire will be paid equally by you and us.

We will not be held to have waived any of our rights by any act relating to the appraisal.

8. LIBERALIZATION.

If we adopt any revision which would broaden the coverage under this policy without additional premium, the broadened coverage will apply.

9. VARIATION IN ACREAGE IN CASE OF LOSS.

When the actual acreage of a crop differs from the number of acres stated by item in the Schedule of Insurance:

a. A revised Schedule of Insurance per acre will be obtained by dividing the limit of insurance by the actual acreage at the location for such item.

b. The total insurance per acre on your insured interest will not exceed the value of the crop at the time of the application.

10. ENTIRE AGREEMENT, WAIVER OR CHANGE OF POLICY PROVISIONS.

This policy, the application as accepted by us, and any endorsements issued by us and attached hereto

constitute the entire agreement between you and us. A waiver or change of any provision must be in writing and approved by us. Our request for an appraisal or examination will not waive any of our rights.

11. ASSIGNMENT OF INTEREST.

You may not assign your interest in this policy without our written consent.

12. ASSIGNMENT OF INDEMNITY.

You may assign to another party your right to an indemnity for the crop year only on our form and with our approval. The assignee will have the right to submit the loss notices and forms required by the policy.

13. CONCEALMENT OR FRAUD.

We do not provide coverage for any insured who has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, either before or after a loss.

14. CANCELLATION OF POLICY.

a. *By You:*

If you cancel or reduce coverage prior to inception of the insurance period, we will refund your paid premium for the amount of insurance canceled. If you cancel or reduce coverage during the insurance period, we will not refund any premium.

b. *By Us:*

We may cancel all or any part of the insurance provided by us at any time by notifying you in writing at least 10 days before the date and hour cancellation takes effect. Notices of cancellation may be delivered or mailed to you at your mailing address shown in the declarations. Proof of mailing will be sufficient proof of notice.

If we cancel all or any part of this policy, we will return the premium paid for the amount of insurance per acre on the portion canceled.

(State law exceptions to the 10 days notice of cancellation, if any, are contained in the Special Provisions and/or state endorsements.)

15. EXCLUSIONS.

We do not cover:

- a. Loss from any peril not insured against, even though the loss may have occurred in conjunction with a peril insured against.
- b. Consequential or indirect damages, such as but not limited to diseases, insect infestation, lodging, loss of markets, etc.
- c. Loss of any portion of a crop recoverable by harvesting equipment.
- d. Loss due to your neglect or failure to harvest mature crops.

e. Injury or damage to the vegetative or flowering portion of any plant, tree or shrub, except to the extent that the injury results in a loss to that crop.

f. Any loss that has been contributed to by nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

g. Any loss caused in whole or in part due to pollution or contamination caused by the discharge or escape of any pollutants or contaminants.

16. ABANDONMENT OF CROP.

We will not accept abandonment to us of any interest in any crop.

17. SUIT AGAINST US.

You cannot bring suit or action against us unless you have complied with all of the policy provisions.

If you do enter suit against us you must do so within 12 months of the occurrence causing loss or damage.

(State law exceptions to the 12 months limitation, if any, are contained in the Special Provisions and/or state endorsements.)

18. CONFORMITY TO STATUTES.

If any terms of this policy are in conflict with statutes of the state in which this policy is issued, the policy will conform to such statutes.

19. SUBROGATION. (Recovery of loss from a third party)

Because you may be able to recover all or a part of your loss from someone other than us, you must do all you can to preserve any such rights. If we pay you for your loss, your right of recovery will belong to us. If we recover more than we paid you plus our expenses, the excess will be paid to you.

20. INSPECTIONS.

We will be permitted, but not obligated, to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, will constitute an undertaking on your behalf or for your benefit or the benefit of others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

21. PRE-JUDGMENT INTEREST.

If you and we do not reach agreement on the amount of loss, and whether we determine the amount of loss through the appraisal process or you file suit against us, you are not entitled to pre-judgment interest.

ARMtech Crop-Hail Insurance

Special Endorsement

Arkansas

Replant Endorsement to Crop Hail Special Provisions (Cotton, Corn & Soybean Crops Only)

The purpose of the Replant Endorsement is to provide an additional replant benefit in exchange for additional premium. All policy provisions and conditions of the policy apply to this optional endorsement except as specifically amended. The following items amend your crop-hail policy in terms and conditions.

1. **Special Policy Provisions 1, Perils Insurance Against** is amended by the addition of the paragraph E as follows:
 - 1.e. Excessive moisture causing damage to the crop to the extent that the remaining stand will not produce at least 90 percent of the production guarantee for the acreage and it is practical to replant. Coverage afforded due to excessive moisture shall be limited as outlined in Special Policy Provision 6, Replanting Destroyed Crops, listed below.
2. **Replanting Destroyed Crops** is amended by the addition of the following words after “damaged by hail” in the first line of the paragraph:

“and/or excessive moisture”
3. **Replanting Destroyed Crops** is amended by the addition of Paragraphs e and f as follows:
 - 6.e. The crop(s) acreage eligible for a replant payment due to excessive moisture as determined by us and at least the lesser of 20 acres or 20% of the insured acres contained in the Farm Serial Number (FSN) as defined by the Farm Service Agency (FSA) are found to be eligible for replant and are replanted provided:
 1. All acres of the insured crop (s) in the county are insured under this endorsement.
 - 2.a. The crop is not grown on land classified by Federal Crop Insurance Corp (FCIC) as “Uninsurable or High Risk” as shown in the actuarial documents for the county and state listed on the application. Land originally classified as “Uninsurable or High Risk” will still be considered “Uninsurable or High Risk” regardless of an FCIC Written Agreement.
 - 2.b. The crop is not broadcast soybeans. Broadcast soybeans will be considered ineligible even if covered under Written Agreement issued by FCIC.
 3. We have not made a replant payment for any peril on the same acreage during the same crop year.
 - 4.a. The acreage replanted was originally planted not more than 60 days prior to the final planting date; but not during the late planting period as published by FCIC in the actuarial documents for the county and state listed on the application.
 - 4.b. The initial planting date is April 1st for any acreage upon which seed treatments recommended for the control of Pythium and Rhizoctonia are used.
 5. The acreage replanted was replanted prior to the final planting date or late planting period (if applicable) as published in the actuarial documents by FCIC for the county and state listed on the application.
 - 6.f. The replant payment for the qualifying acreage replanted due to excessive moisture, as determined by us, shall be 15% of the liability listed on the scheduled insurance with a maximum payment of \$20.00 per acre on cotton and soybeans and \$30.00 per acre on corn. We will not pay for any crop yield reduction due to the delay in replanting the insured crop. This endorsement carries a flat \$100 deductible subtracted from the payable loss.

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Only
Product Name: Crop Hail
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ARMT-125403072 State: Arkansas
Filing Company: American Agri-Business Insurance Co. State Tracking Number: EFT \$50
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Only
Product Name: Crop Hail
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 01/08/2008

Comments:

Attachment:

Property and Casualty Transmittal Doc.pdf

Satisfied -Name: Forms Index **Review Status:** Approved 01/08/2008

Comments:

Attachment:

FORMS INDEX.pdf

Satisfied -Name: Arkansas Amendatory Endorsement **Review Status:** Approved 01/08/2008

Comments:

I have attached the Arkansas Amendatory Endorsement to the Supporting documents tab as informational only in response to the states objection to the General Provisions regarding Appraisal.

Attachment:

3AR-2007.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: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

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 style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" 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 #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

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]

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.)

PC TD-1 pg 2 of 2

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	

FORMS INDEX

General Provisions, 2008 ARM 3, 2008

These provisions replace previously approved General Provisions, 2007 ARM 3. The only change is to Provision 3 *Continuous Policies* in paragraph 3, where language has been added to clarify that coverage is extended during the extension period at the same coverage per acre and policy form as the previous year's schedule of insurance.

Arkansas Replant Endorsement, ARM-Replant-AR-2008, 2008

Modifications were made to this endorsement with the addition of corn to the crops covered by this endorsement. In addition, changes were made, adding the cost per acre on corn for the Replant Endorsement.

ARKANSAS AMENDATORY ENDORSEMENT

Address and phone number of the Arkansas Insurance Department:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd St.
Little Rock, AR 72201-1904
Phone: (800) 852-5494 or (501) 371-2640

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In compliance with the insurance regulations of the State of Arkansas, the General Provisions ARM 3 are amended as follows:

7. APPRAISAL. - Provision Nos. 7.e., f. and g. of General Provisions ARM 3 are amended to read as follows:

If you and we fail to agree on the percentage of loss caused by one of the insured perils, the following procedure will be used if both parties agree, however, any agreement obtained through this process is not final and binding

- e. The appraisers will then set the percentage of loss in accordance with provision 3.c.
- f. If the appraisers fail to agree within 10 days, they will submit their difference to the umpire. Written agreement signed by any two of these three will set the percentage of loss
- g. In the event you or we fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the percentage of loss.

14. CANCELLATION OF POLICY BY US. - Provision No. 14.b. of General Provisions ARM 3 is amended to read as follows:

We may cancel all or any part of the insurance provided by us at any time during the first 60 days during which the insurance is in force by notifying you in writing at least 20 days before the date and hour cancellation takes effect.

We may cancel any policy which has been in effect for more than 60 days by notifying you in writing at least 20 days before the date and hour cancellation takes effect. Any policy which has been in effect for 60 days or more may not be canceled by us except for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- d. Violation of any local fire, health, safety, building or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy;
- e. Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or
- f. A material violation of a material provision of the policy.

In the event of nonpayment of premium, we may cancel upon 10 days written notice to you. Cancellation notices will state the reason for cancellation. Notices of cancellation may be delivered or mailed to you at your mailing address shown in the declarations. Notices of cancellation will also be delivered or mailed to

any lien-holder or loss payee named in the policy. Proof of mailing will be sufficient proof of notice. If we cancel all or any part of this policy, we will return the premium paid for the amount of insurance per acre on the portion canceled.

17. SUIT AGAINST US - Provision No. 17 of General Provisions ARM 3 is amended to read as follows:

You cannot bring suit or action against us unless you have complied with all of the policy provisions.

If you do enter suit against us you must do so within 5 years of the occurrence causing loss or damage.

(THIS ENDORSEMENT MUST BE ATTACHED TO ALL ARKANSAS CROP-HAIL POLICIES.)