

<i>SERFF Tracking Number:</i>	<i>GRTB-125393557</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-GACH-020 FORM FILING</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 Insurance</i>		
<i>Project Name/Number:</i>	<i>Form Filing/2008-GACH-020</i>		

Filing at a Glance

Company: Great American Insurance Company

Product Name: Crop Hail Insurance

TOI: 02.1 Crop

Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only

Filing Type: Form

SERFF Tr Num: GRTB-125393557 State: Arkansas

SERFF Status: Closed

Co Tr Num: 2008-GACH-020
FORM FILING

Co Status:

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Authors: Dean Clarke, Jim McMillan Disposition Date: 01/03/2008

Date Submitted: 12/19/2007

Disposition Status: Approved

Effective Date Requested (New): 01/25/2008

Effective Date (New): 01/25/2008

Effective Date Requested (Renewal): 01/25/2008

Effective Date (Renewal):
01/25/2008

State Filing Description:

General Information

Project Name: Form Filing

Project Number: 2008-GACH-020

Reference Organization:

Reference Title:

Filing Status Changed: 01/03/2008

State Status Changed: 01/02/2008

Corresponding Filing Tracking Number:

Filing Description:

Crop Hail Insurance - Form Filing

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

SERFF Tracking Number: GRTB-125393557 State: Arkansas
Filing Company: Great American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2008-GACH-020 FORM FILING
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured
Only
Product Name: Crop Hail Insurance
Project Name/Number: Form Filing/2008-GACH-020

Jim McMillan, Assistant Product Manager jrmcmillan@gaic.com
49 East Fourth Street (800) 587-1553 [Phone]
Cincinnati, OH 45202 (513) 369-7702[FAX]

Filing Company Information

Great American Insurance Company CoCode: 16691 State of Domicile: Ohio
580 Walnut Street Group Code: -99 Company Type: P & C
Cincinnati, OH 45202 Group Name: State ID Number:
(513) 369-5000 ext. [Phone] FEIN Number: 31-0501234

SERFF Tracking Number: GRTB-125393557 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Form Filing - one submission
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Insurance Company	\$50.00	12/19/2007	17183520

SERFF Tracking Number: GRTB-125393557 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/03/2008	01/03/2008

SERFF Tracking Number: GRTB-125393557 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Special Provisions	GAI-603 AR	11-07	Policy/Coverage Form Replaced	Replaced Form #:0.00 GAI-603 AR (02-07) Previous Filing #:		GAI-603 AR _12-07_.pdf
Approved	Grain Fire Endorsement	GAI-1132	12-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 GAI-1132 21 (10-07) Previous Filing #:		NEW 1132 _12-07.pdf
Approved	Supplemental Application	GAI-1158 21	11-07	Application/Binder/Endorsement Replaced	Replaced Form #:0.00 GAI-1158 21 (11-06) Previous Filing #:		GAI-1158 21 (11-07) F.18185 D.pdf
Approved	Policy Jacket	F18131B	11-07	Policy/Coverage Form New		0.00	F.18131B Elec Jacket.pdf

SPECIAL PROVISIONS

Arkansas

1. PERILS INSURED AGAINST.

We insure for direct loss to the crops described in the Schedule of Insurance caused by:

a. *Hail*b. *Fire and Lightning*

We cover loss by fire and lightning before harvest and while the crop is still in the harvester except that fire and lightning will not apply to any crop that has been planted in small grain crop, stubble or residue.

Fire and Lightning coverage does not extend to cotton modules.

c. *Transit Coverage (Except Cotton and Tobacco)*

While the harvested crop is being transported to the first place of storage not to exceed 50 miles, this policy is extended to cover loss caused by:

- (1) Fire and Lightning
- (2) Windstorm
- (3) Collision
- (4) Overturn
- (5) Collapse of bridges, docks and culverts

However, *Transit Coverage* is excess over any other valid and collectible insurance.

FIRST PLACE OF STORAGE means any drying apparatus, drying bins or storage facility of any kind.

d. *Fire Department Service Charge*

We will pay up to \$250 for your obligation assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect the unharvested crop.

No Excess Over Loss or Deductible will apply to Fire, Lightning and Transit Coverage or Fire Department Service Charge.

2. CATASTROPHE LOSS AWARD.

When a loss exceeds 70% on any acre of the insured crop an additional amount of one-half of the percent of loss that is in excess of 70% will be paid. However:

- a. the total amount payable per acre will not exceed the amount of insurance applying at the time of loss;
- b. this award will not be paid if the loss is subject to any Excess Over Loss or Deductible provision which does not disappear at or less than 70% loss.

3. CANNING BEANS AND CANNING PEAS.

Insurance on canning beans and canning peas will expire 60 days after the crop is clearly visible above the ground.

4. CORN AND SORGHUM SEED PRODUCTION.

On corn grown for seed purposes, the amount of any loss will be determined in the same manner as for ordinary field corn. On sorghum crops grown for seed purposes, the amount of any loss will be determined in the same manner as for ordinary field sorghum.

5. HAY, FORAGE AND GRASS CROPS.

a. For hay, forage or other crops harvested more than once each growing season, the limit of insurance per acre provided for each cutting or harvest will be determined by dividing the total insurance per acre by the number of cuttings or harvests.

b. If your Schedule of Insurance specifies a limit of insurance per acre for each cutting or harvest, Section (a) will not apply.

c. When hay and grass crops grown for seed are insured:

(1) The insurance will apply only to the cutting to be harvested for seed.

(2) For crops other than alfalfa, until the seed is set, a maximum of 25% of the insurance per acre stated in the Schedule of Insurance will apply.

(3) For alfalfa seed production, prior to sufficient pollinator bees in hives being placed in the field, a maximum of 25% of the insurance per acre stated in the Schedule of Insurance will apply. On the day after the bees have been placed and each following day, an additional 3% becomes effective until 100% of the limit of insurance is in effect.

6. REPLANTING DESTROYED CROPS (Except cotton, rice and small grain crops).

a. When any acre of crop is damaged by an insured peril to the extent that replanting is necessary, as determined by us, and you choose to replant to the same or a substitute crop, the percentage of loss will be the lesser of either:

- (1) the percent of loss sustained to the original crop less any applicable deductible; or
- (2) the insured's actual expense of replanting each acre to a like or substitute crop, not to exceed 20% of the insurance applying to each replanted acre.

b. The limit of insurance will be reduced by any payment determined in provision 6.b. but will not be reduced by any payment determined in provision 6.a. The insurance will continue on the replanted crop if of like kind. If not of like kind, the insurance will transfer to the substitute crop at the appropriate premium upon approval by us. No Excess Over Loss or Deductible Provision will apply to the expense of replanting.

c. If you choose not to replant and we determine it is feasible to replant, we will reimburse you in the amount of 20% of the limit of insurance applying to each damaged acre of the insured crop and the liability on these acres will then cease.

7. CONTINUOUS COVERAGE

This policy shall be in effect for subsequent growing seasons once the coverage first attaches. However, you are required to furnish us with a revised Schedule of Insurance at the beginning of each growing season. If you do not furnish us with a revised Schedule of Insurance for the current growing season prior to 12:01 a.m. standard time on the applicable date shown below, your insurance shall be suspended.

Barley, Oats, Wheat and Rye March 15
All Other Crops May 15

We will extend your Schedule of Insurance from the previous growing season and provide you with limited coverage until such time as we receive your revised Schedule of Insurance or until the suspension date, whichever is earlier.

During this period of extension, the coverage provided for each acre planted in the current season will be limited to the lesser of:

- 1) the previous years total liability on this policy for the same crop, divided by the number of acres planted to that same crop in the current year; or,
- 2) the previous years liability per acre on that same crop; or,
- 3) the current year's maximum coverage that we will accept per acre for that crop as communicated to the agent by our office, multiplied by the insured's interest in that crop.

Example: If you grew 100 acres of corn in the preceding year and insured it at \$100 per acre, your liability carried forward would be \$10,000 on the total number of the acres that you planted to corn in the current year, provided that you planted at least 100 acres. If you planted 200 acres, the carryover liability per acre would be \$10,000 ÷ 200 acres, or \$50 per acre. If you planted less than 100 acres, your carryover liability would remain at \$100 per acre. **The above examples assume that the determined coverage amounts per acre do not exceed the maximum coverage referred to in item 3 above.**

NO COVERAGE WILL BE PROVIDED ON A CROP THAT WAS NOT INSURED ON THIS POLICY IN THE PREVIOUS SEASON.

CONDITIONS:

- a. The premium charged for each growing season will be the rates as filed and approved for the current growing season.
- b. Coverage under this extension has no effect on the Expiration of Insurance on those crops described on the current Schedule of Insurance for the current crop season.
- c. If the insured applies for Crop-Hail insurance with another Company prior to the suspension date of the policy, coverage under this policy shall automatically terminate.
- d. If you sustain a loss during the period of extension, you are required to provide us with a revised Schedule Of Insurance for the current growing season prior to our settlement of the loss. The amount of loss paid, if any, will reduce the coverage available for any subsequent losses occurring that same growing season.
- e. We reserve the right to reject your revised Schedule of Insurance. However, if we reject your revised Schedule of Insurance we must provide you with written notice no less than 30 days in advance of when coverage will cease. Such notice must contain the date and the hour that coverage will terminate. Proof of mailing to you at the address shown on your current policy shall be sufficient proof of notice.

If State law requires more than 30 days notice, the notification period described above shall be automatically amended to comply with the State statute.

8. STORED GRAIN COVERAGE

We insure against direct loss to the eligible harvested grain insured under this policy, while it is in transit to the first place of storage, and while it is being stored in completely enclosed "structures", drying bins, or other drying apparatus, subject, however, to the applicable exclusions, conditions, limits, deductible and coinsurance provisions contained in this endorsement.

SECTION I. PERILS INSURED AGAINST

- a. FIRE AND LIGHTNING; but excluding spontaneous combustion.
- b. WINDSTORM OR HAIL; but only when loss to the insured grain occurs as a result of damage caused by the direct force of wind or hail to the "structure" housing the insured grain.
- c. EXPLOSION; but excluding loss due to explosion of steam boilers, steam pipes, or steam engines
- d. VEHICLES OR AIRCRAFT; meaning a direct loss resulting from actual physical contact of a vehicle, aircraft, or property falling from an aircraft with the "structure" containing the "stored grain",
- e. TRANSIT; meaning a direct loss to insured grain as a result of the upset or overturn of a vehicle while the

harvested grain is being transported to the first place of storage, but only if the loss occurs within 100 miles of the locations shown on your Schedule of Insurance.

- f. SMOKE; meaning only a direct loss caused by smoke due to a sudden, unusual and faulty operation of any heating or drying unit. This does not include smoke or smog from any agricultural or industrial smoking or smudging operation.
- g. VANDALISM OR MALICIOUS MISCHIEF; meaning the willful and malicious damage to or destruction of the "stored grain".
- h. THEFT, meaning only a direct loss due to theft, larceny or robbery of the "stored grain". We do not insure against loss due to mysterious disappearance, shrinkage, inventory shortage, embezzlement, or wrongful conversion.

SECTION II. EXCLUSIONS

This coverage does not apply to any loss:

- a. Caused directly or indirectly by flood, surface water, backup of drains or sewers, or water which seeps through any opening in the structure containing the "stored grain"; or,
- b. Caused directly or indirectly by rodents, birds, animals, vermin, virus, fungus, or other diseases; or,
- c. Due to shrinkage or unaccountable shortage of "stored grain"; or,
- d. Due to souring, rotting, heating, cracking, shrinking, leakage or deterioration, unless the souring, rotting, heating, cracking, shrinking, leakage or deterioration is itself the direct result of a peril shown above as a covered peril; or
- e. Due to theft, unless the theft of the "stored grain" can be proven by evidence of theft; or,
- f. Due to a theft, dishonest or fraudulent act committed by the Insured, any family member of the insured residing with the insured, any employee of the insured, or any person acting at the direction of the insured or on behalf of the insured; or,
- g. Caused by your neglect to use reasonable care to preserve, save, or salvage the "stored grain" prior to, at, and following the time of the loss; or,
- h. Caused by an intentional act of the insured, any family member of the insured residing with the insured, any employee of the insured, or any person acting at the direction of or on behalf of the insured; or
- i. To "stored grain" while it is in the care, custody or control of a common carrier or a carrier for hire; or
- j. To "stored grain" while it is being stored in or being processed in public elevators, seed houses, drying plants, or manufacturing plants; or
- k. Due to the perils of Vehicles or Aircraft, as described above, if the vehicle or aircraft is owned by or being operated by the insured, any member of the insured's family living with the insured, any employee of the insured, or any person acting on behalf or the insured or at the direction of the insured; or
- l. To "stored grain" if it is being held as collateral for a government loan, unless it is not covered by FSA; or

- m. Caused directly or indirectly by nuclear reaction, including radiation or radio-active contamination; or
- n. Caused directly or indirectly from an act of war, whether it be a declared or undeclared war.

SECTION III. ELIGIBLE CROPS

This endorsement shall apply only to the crops of Corn (006), Soybeans (010), Wheat (001), Durum Wheat (462), Barley (002), Oats (004), Rye (003) and Rice (015).

SECTION IV. SUPPLEMENTAL COVERAGE

If you have a loss to "stored grain" that is covered by this policy, in addition to the amount otherwise payable, we will reimburse you for your actual costs to salvage the damaged grain and your actual cost to protect the undamaged grain so as to minimize the amount of the loss. Your actual costs may include "reasonable" allowance for your labor. However, the amount that we will pay under this Supplemental coverage will not exceed the lesser of:

- a. Five percent (5%) of the available limit of insurance for the applicable type of crop; or
- b. The amount per bushel set forth below multiplied by the number of bushels salvaged.
 - (1) Corn \$0.15 / Bushel
 - (2) Soybeans \$0.25 / Bushel
 - (3) All Other Grains \$0.10 / Bushel

However, if the Limit of Insurance has been otherwise exhausted, no payment will be made under this Supplemental Coverage.

SECTION V. YOUR DUTY AFTER A LOSS

After a loss has occurred, you must:

- a. Give written notice to us within 5 days of your determination that a loss may have occurred.
- b. If a violation of law is suspected, you must also notify the proper law enforcement body and cooperate with them in their investigation
- c. Report to us, to the best of your knowledge and belief;
 - (1) The date, time and cause of the loss; and,
 - (2) Your interest and all other interests in the "stored grain", including all liens and encumbrances; and,
 - (3) All other insurance that may cover the loss; and,
 - (4) All changes of ownership of the "stored grain" during the term of this policy.

SECTION VI. CO-INSURANCE CLAUSE

If the amount of insurance on the covered crop(s) is less than 90% of the value of the "stored gain" at the time of loss, the amount that would otherwise be payable will be adjusted by a co-insurance factor. The co-insurance factor will be determined by dividing the amount of insurance for the specific crop by the "actual cash value". For example, assume a specific crop insured under the policy is worth \$10,000 and you insured it for \$5,000; assume also that there has been a \$3,500 loss to the insured crop due to fire.

The applicable co-insurance factor would be .5 (\$5,000 divided by \$10,000). The amount payable is \$3,500 times .5, or \$1,750. If the crop had been insured to value, the amount payable would have been the determined amount of loss (\$3,500), not to exceed the limit of insurance for that specific crop (\$5,000).

SECTION VII. OTHER INSURANCE

The coverage provided by this endorsement is excess over any other coverage, whether collectible or not. When determining the amount of loss payable under the terms of this endorsement, we will use the Limit of Insurance applicable from all other insurance, without regard to any deductible that may apply. However, if the other insurance is also excess, then we will pay the same proportion of the loss that our coverage bears to the total amount of insurance in effect at the time of the loss.

SECTION VIII. LIMIT OF INSURANCE

The Company shall not be liable for more than (1) \$500,000 or (2) the amount of insurance for a specific kind of crop as set forth in the Schedule(s) of Insurance, whichever is less. With regards to (2), any prior loss to that crop, regardless of cause, will reduce the Limit of Insurance available for subsequent losses.

SECTION IX. BASIS OF SETTLEMENT

Our limit of liability for loss to "stored grain" is the "actual cash value" of the insured grain at the time of loss, not to exceed the Limit of Insurance as set forth in this endorsement.

SECTION X. DEDUCTIBLE

Each claim for loss shall be adjusted individually and from the amount of each adjusted loss a deductible of One hundred dollars (\$100) shall apply.

SECTION XI. POLICY PERIOD

Coverage becomes effective at the same time that the underlying crop insurance policy becomes effective. Coverage expires upon your cancellation of this policy, upon your application for insurance with another company or June 1 of the following crop year, whichever is earlier.

Extension of Coverage: If you have not canceled this policy nor applied for insurance with another Company, and if you obtain a Crop Hail policy from us the year following inception of this coverage, then we will extend the coverage provided herein from June 1, or the day your new policy becomes effective, whichever is later, until October 1 in the year following inception of this coverage.

SECTION XII. DEFINITIONS

Stored Grain - is the seed from the types of crop(s) insured under this policy and grown on the land described in the Schedule of Insurance, which has been picked, combined, or harvested, subject to the eligible crops listed in Section III of this endorsement.

Structure - a fully enclosed building of a permanent nature that is suitable for the purpose of storing grain.

Actual Cash Value - is determined as the average closing market cash price, per bushel, of the insured grain for the ten (10) days following the day of loss, at the market where you normally sell your grain. Transportation costs for transporting grain shall not be considered.

9. COTTON: ESCALATOR PROVISION.

The term "escalator" refers to the maximum percentage of the limit of insurance payable for loss that occurs between the inception of coverage and June 5 of the current crop year.

Dates for Loss	Maximum Payable Percentage of Loss	Dates for Loss	Maximum Payable Percentage of Loss
May 25 and prior	20%	12:01 a.m. May 31	50%
12:01 a.m. May 26	25%	12:01 a.m. June 1	60%
12:01 a.m. May 27	30%	12:01 a.m. June 2	70%
12:01 a.m. May 28	35%	12:01 a.m. June 3	80%
12:01 a.m. May 29	40%	12:01 a.m. June 4	90%
12:01 a.m. May 30	45%	12:01 a.m. June 5	100%

If two or more losses occur the maximum payable percentage of all losses will not exceed the maximum payable percentage in effect on the date of the last occurring loss.

Loss Adjustment: Prior to squaring the adjustment of losses will be based on stand reduction caused by hail.

If you are paid a percentage loss and replant, the balance of the limit of insurance may be transferred to the new cotton crop or, upon our approval, to a substitute crop.

We do not cover cotton in open bolls, or cotton bolls immature at the time of a killing frost or freeze. We do not cover reduction of grade, staple or micronaire.

10. EXPIRATION OF INSURANCE.

Coverage ceases at 12:01 a.m. on the following dates of the current year:

	Hail coverage:	Fire, Lightning and Transit coverage:
Barley, oats, rye and wheat	July 20	July 20
Corn	October 1	December 15
Cotton	November 15	November 15
Rice	November 1	November 1
Sorghum crops	October 20	December 15
Soybeans	November 15	November 15
Tobacco	November 1	November 1
Tree fruits	November 1	November 1
All other crops	October 1	October 1

OPTIONAL PROVISION

Your application and rate of premium determine whether your coverage will be amended by the following optional provision.

**EXCESS OVER 5% LOSS – DISAPPEARING AT 25% PROVISION – (SYMBOL: DXS5)
EXCEPT TOBACCO AND TOMATOES**

We will not cover any loss until the percentage of loss per acre exceeds 5%. The percentage per acre then payable will be the percent in excess of 5%, multiplied by 1.25. Once the percentage of loss equals or exceeds 25% this provision will no longer apply.

GRAIN FIRE ENDORSEMENT

This endorsement amends your Crop Hail policy by deleting all coverage except for direct loss caused by fire & lightning to covered crops standing in the field, in windrow in the field, or in transit to the “first place of storage”, subject to the terms and conditions contained herein.

The policy to which this endorsement is attached is modified as follows:

PERILS INSURED AGAINST: The **Perils Insured Against** section of the Special Provisions is deleted in its entirety and replaced with:

1. We will insure for unavoidable direct loss to the crop(s) described on the Schedule of Insurance caused by **fire and lightning**:
 - A. before or during harvest.
 - B. while the crop is in the windrow to be harvested as grain.
 - C. while the crop is in the harvester or in another vehicle owned by you and in your care, custody and control.
 - D. while the crop is being transported to the “first place of storage” not to exceed 50 miles.
2. **Fire Department Service Charge** – We will reimburse you up to \$250 for your costs incurred when the fire department is called to save or protect the unharvested or harvested crop(s) that is insured under the provisions of this endorsement.

No excess over loss, minimum loss, deductible, increasing payment factor or catastrophe loss award shall apply to the Fire, Lightning, or Fire Department Service Charge. However, we will not pay more than the lesser of the coverage per acre shown on the Schedule of Insurance or the “actual cash value” of the crop.

INSURANCE PERIOD:

Inception and expiration of the coverage provided by this endorsement shall be in accordance with the provisions of the underlying policy.

ELIGIBLE CROPS:

All grain crops are eligible for the coverage provided by this endorsement. Vegetables, fruit, berries and grapes are specifically excluded.

OTHER INSURANCE:

This insurance is excess over any other like insurance, whether collectable or not.

EXCLUSIONS:

Coverage will not apply:

1. to any peril that is an imminent threat to the crop at the time of applying for this insurance.
2. to any loss arising from intentional, dishonest or criminal acts by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives, or anyone to whom acted upon your instructions or to whom you entrusted the property for any purpose.
3. to any crop of vegetables, fruit, berries, or grapes.

DEFINITIONS:

“Actual Cash Value” means the price received for the insured property at the market located closest to the covered loss, on the day that the loss occurred.

“First place of storage” means any drying apparatus, drying bins or storage facility of any kind.



CROP-HAIL INSURANCE AUTO-HAIL APPLICATION

- GREAT AMERICAN INSURANCE COMPANY
- GREAT AMERICAN ALLIANCE INSURANCE COMPANY
- GREAT AMERICAN INSURANCE COMPANY OF NEW YORK
- GREAT AMERICAN LLOYD'S INSURANCE COMPANY

AUTOMATIC CROP-HAIL COVERAGE REQUEST / CHANGE / CANCELLATION FORM

APPLICANT'S NAME AND ADDRESS			AGENCY NAME AND ADDRESS			AGENCY #	
						PHONE	
(City)		(State)	(Zip Code)		(City)		(State)
(Zip Code)		(Zip Code)		(Zip Code)			
SSN / TAX ID NUMBER		PHONE NUMBER		CROP HAIL POLICY NUMBER		MPCI POLICY # (ONE POLICY # PER APPLICATION FORM)	
CHECK REASON FOR SUBMISSION		NOTICE: IT IS A CONDITION OF THIS COVERAGE THAT YOU HAVE YOUR MPCI WITH GREAT AMERICAN INSURANCE COMPANY OR ONE OF ITS AFFILIATED COMPANIES. IF YOU TRANSFER OR CANCEL YOUR MPCI, YOUR AUTO-HAIL COVERAGE WILL ALSO BE CANCELLED.					
NEW		I hereby request and authorize the Company to revise and update my current year Crop-Hail Schedule of Insurance for the crops shown below from the information contained on the original submission of my Multiple Peril Crop Insurance (MPCI) acreage report each year. I acknowledge that the coverage provided each season will be rated using the rates currently on file with the Department of Insurance, and I agree to pay the premium due. I further agree that as long as I have a MPCI policy in force with Great American Insurance Company of New York, this revision / update will occur each season automatically and without any further request from me. This request shall remain in effect until superceded or canceled. If I should decide to cancel or revise this automatic revision and update, I agree to notify the Company in writing prior to the earliest MPCI Sales Closing Date for any of the Crops shown on this application. Any submission of this form will supercede any prior submission of this form in its entirety, so if you are revising or canceling coverage, you must account for ALL crops already insured on this policy					
REVISION							
CANCEL		I hereby request that the Company cancels the automatic revision and update of my Crop-Hail Schedule of Insurance					
ST	CTY #	COUNTY NAME	CROP	PRACTICE (IRR or NON-IRR)	\$ / ACRE COVERAGE AT 100% INTEREST	POLICY FORM	ENDORSEMENT(S)
HAVE ANY OF THE CROPS LISTED ABOVE BEEN DAMAGED BY HAIL PRIOR TO SIGNING THIS APPLICATION?						Yes _____	No _____
NOTICE TO APPLICANT: A FRAUD WARNING MAY APPLY TO THIS APPLICATION. PLEASE BE SURE TO READ THE FRAUD WARNING STATEMENTS PROVIDED TO OUR AGENT OR CONTAINED IN OUR CROP HAIL RATE AND RULE MANUAL BEFORE YOU SIGN THIS APPLICATION.							
INSURED'S SIGNATURE			DATE		AGENT'S SIGNATURE		DATE

NOTICE: The following is only a summary of some of the Rules pertaining to this program. Please see your current Crop-Hail Rate and Rule Manual for complete rules and instructions.

- The entity name and tax ID must be identical between the MPCI and Crop-Hail policies.
- If you insure any acres of a certain crop in a County, then you must insure all acres of that crop that are within the same County that are grown using the same practice (irrigated or non-irrigated).
- You may place different coverage forms or coverage amounts per acre on the same Crop **but only if they are grown using a different practice**. Otherwise, all acres of that Crop within that County must have the same coverage form and coverage amount.
- We allow up to two coverages on the same County / Crop / Practice.
- Your coverage per acre shown above is based on a 100% interest in the crop. If you have a lesser interest in the crop, then we will adjust the amount of coverage per acre in proportion to your interest. **There are NO exceptions to this rule.**
- Enter any endorsement(s) that you wish to attach to the Crop-Hail policy. Please note that **IF** you are applying for coverage that requires a copy of the endorsement to be signed by the applicant and the agent, then you must also attach a copy of the signed endorsement to this application. Not all endorsements are available for use with the Auto-Hail program, and some endorsement s have a Sales Closing Date, so please check with your local processing office.
- Coverage will attach in accordance with our Crop Hail Rules which are filed with each State's Insurance Department.
- SIGN THE APPLICATION and submit it to our office.

Policy

Crop-Hail Insurance Policy



Crop Insurance Division

This policy is signed by the President and Secretary of the company.
One of our authorized representatives must also countersign the policy before it is valid.


President


Secretary

PLEASE READ YOUR POLICY CAREFULLY

Quick Reference

Your Crop-Hail policy is composed of four parts:

- 1) Part I - Consists of your APPLICATION OR DECLARATION PAGE for this insurance which contains the Schedule of Insurance, description and location of crops insured, and binder provisions.
- 2) Part II - The SPECIAL PROVISIONS and ENDORSEMENTS, if any, tailor the coverage to meet the needs of the crops grown within your state and to conform to the laws and regulations of the state.
- 3) Part III - The following GENERAL PROVISIONS are the same for all policies written in the United States.

Agreement to Insure

Coverage	Provision No. 1
Insurance Period.....	Provision No. 2
Duties After Loss	Provision No. 3
Loss Payment.....	Provision No. 4
Reduction of Insurance	Provision No. 5
Appraisal	Provision No. 6
Liberalization.....	Provision No. 7
Variation in Acreage in Case of Loss.....	Provision No. 8
Entire Agreement, Waiver or Change of Policy Provisions.....	Provision No. 9
Assignment of Interest.....	Provision No. 10
Assignment of Indemnity.....	Provision No. 11
Concealment or Fraud.....	Provision No. 12
Cancellation of Policy	Provision No. 13
Exclusions.....	Provision No. 14
Abandonment of Crop	Provision No. 15
Suit Against Us	Provision No. 16
Conformity to Statutes	Provision No. 17
Subrogation (Recovery of Loss From a Third Party).....	Provision No. 18
Inspections.....	Provision No. 19
Pre-Judgment Interest.....	Provision No. 20

- 4) Part IV - EXPLANATION OF POLICY/INSURANCE TERMS.

IMPORTANT: READ YOUR POLICY CAREFULLY. This Quick Reference is not part of the Crop-Hail Policy and does not provide coverage. Refer to the Crop-Hail Policy itself for the actual contractual provisions. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.

EXPLANATION OF POLICY/INSURANCE TERMS

Throughout this policy "you" and "your" refer to the "named insured" shown in the Application or Declarations, and "we", "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Direct Loss or Loss** - Only that damage to the insured crop caused by the initial impact of the insured peril.
2. **Feasible to Replant** - When the remaining growing season is considered sufficient for a crop to reach maturity.
3. **Hail** - Precipitation in the form of transparent or partially opaque balls or irregular lumps of concentric ice, and does not include sleet, snow and frozen or partly frozen rain.
4. **Harvest** - The act or process of gathering in a crop.
5. **Insured** - You.
6. **Insured Crop** - A crop described in the Schedule of Insurance which has been accepted by us for which a specific amount of insurance and premium charge has been indicated.
7. **NCIS** - National Crop Insurance Services.
8. **Occurrence** - Exposure to the peril insured against.
9. **Replant** - To reseed or transplant due to the condition of the original crop.
10. **Representative Sample** - A sample area of equal amounts of harvested and adjacent unharvested planted crop that is sufficient to provide accurate appraisals of the crop, as determined by the Company.
11. **Schedule of Insurance** - The list of crops, locations, policy forms and amounts of insurance as contained in the policy as issued by us.
12. **Unit of Insurance** - Throughout this policy the acre is the unit of insurance. This means that the limit of insurance applying to a loss on any acre may not exceed the limit per acre in the Schedule of Insurance.

This also means to the extent a crop is insured for less than its value you are self-insured. As an example of how this works, assume a crop is worth \$100 per acre and you insured it for only \$50 per acre; assume also that there has been a loss of 40% due to hail. If there is no Excess Over Loss or Deductible applying, the amount payable is 40% of \$50 per acre (or \$20 per acre), whereas the actual amount of the loss is 40% of \$100 (or \$40 per acre), and you are thus self insured for the difference of \$20 per acre.

<i>SERFF Tracking Number:</i>	<i>GRTB-125393557</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-GACH-020 FORM FILING</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 Insurance</i>		
<i>Project Name/Number:</i>	<i>Form Filing/2008-GACH-020</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTB-125393557 State: Arkansas
Filing Company: Great American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2008-GACH-020 FORM FILING
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured
Only
Product Name: Crop Hail Insurance
Project Name/Number: Form Filing/2008-GACH-020

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/03/2008

Comments:

Completed TD-1 attached.

Attachment:

PC TD-1.pdf

Satisfied -Name: Supporting Documents **Review Status:** Approved 01/03/2008

Comments:

Side by side copies of revised forms. Updated list of crop hail forms to be used for the 2008 crop season.

Attachments:

GAI-603 AR _02-07_ Redline.pdf

GAI-1132 01-07 Redline.pdf

GAI-1158 21 (11-06) F.18185 C. Redline.pdf

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: <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	
-----------------------------------	--

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)	
-----------	---	--

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 #	
-----------	--	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)						
------------	---	--	--	--	--	--	--

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						
------------	--	--	--	--	--	--	--

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	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	---	--

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	

SPECIAL PROVISIONS

Arkansas

1. PERILS INSURED AGAINST.

We insure for direct loss to the crops described in the Schedule of Insurance caused by:

a. *Hail*b. *Fire and Lightning*

We cover loss by fire and lightning before harvest and while the crop is still in the harvester except that fire and lightning will not apply to any crop that has been planted in small grain crop, stubble or residue.

Fire and Lightning coverage does not extend to cotton modules.

c. *Transit Coverage (Except Cotton and Tobacco)*

While the harvested crop is being transported to the first place of storage not to exceed 50 miles, this policy is extended to cover loss caused by:

- (1) Fire and Lightning
- (2) Windstorm
- (3) Collision
- (4) Overturn
- (5) Collapse of bridges, docks and culverts

However, *Transit Coverage* is excess over any other valid and collectible insurance.

FIRST PLACE OF STORAGE means any drying apparatus, drying bins or storage facility of any kind.

d. *Fire Department Service Charge*

We will pay up to \$250 for your obligation assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect the unharvested crop.

No Excess Over Loss or Deductible will apply to Fire, Lightning and Transit Coverage or Fire Department Service Charge.

2. CATASTROPHE LOSS AWARD.

When a loss exceeds 70% on any acre of the insured crop an additional amount of one-half of the percent of loss that is in excess of 70% will be paid. However:

- a. the total amount payable per acre will not exceed the amount of insurance applying at the time of loss;
- b. this award will not be paid if the loss is subject to any Excess Over Loss or Deductible provision which does not disappear at or less than 70% loss.

3. CANNING BEANS AND CANNING PEAS.

Insurance on canning beans and canning peas will expire 60 days after the crop is clearly visible above the ground.

4. CORN AND SORGHUM SEED PRODUCTION.

On corn grown for seed purposes, the amount of any loss will be determined in the same manner as for ordinary field corn. On sorghum crops grown for seed purposes, the amount of any loss will be determined in the same manner as for ordinary field sorghum.

5. HAY, FORAGE AND GRASS CROPS.

a. For hay, forage or other crops harvested more than once each growing season, the limit of insurance per acre provided for each cutting or harvest will be determined by dividing the total insurance per acre by the number of cuttings or harvests.

b. If your Schedule of Insurance specifies a limit of insurance per acre for each cutting or harvest, Section (a) will not apply.

c. When hay and grass crops grown for seed are insured:

- (1) The insurance will apply only to the cutting to be harvested for seed.
- (2) For crops other than alfalfa, until the seed is set, a maximum of 25% of the insurance per acre stated in the Schedule of Insurance will apply.
- (3) For alfalfa seed production, prior to sufficient pollinator bees in hives being placed in the field, a maximum of 25% of the insurance per acre stated in the Schedule of Insurance will apply. On the day after the bees have been placed and each following day, an additional 3% becomes effective until 100% of the limit of insurance is in effect.

6. REPLANTING DESTROYED CROPS (Except cotton, rice and small grain crops).

a. When any acre of crop is damaged by an insured peril to the extent that replanting is necessary, as determined by us, and you choose to replant to the same or a substitute crop, the percentage of loss will be the lesser of either:

- (1) the percent of loss sustained to the original crop less any applicable deductible; or
- (2) the insured's actual expense of replanting each acre to a like or substitute crop, not to exceed 20% of the insurance applying to each replanted acre.

- b. The limit of insurance will be reduced by any payment determined in provision 6.b. but will not be reduced by any payment determined in provision 6.a. The insurance will continue on the replanted crop if of like kind. If not of like kind, the insurance will transfer to the substitute crop at the appropriate premium upon approval by us. No Excess Over Loss or Deductible Provision will apply to the expense of replanting.
- c. If you choose not to replant and we determine it is feasible to replant, we will reimburse you in the amount of 20% of the limit of insurance applying to each damaged acre of the insured crop and the liability on these acres will then cease.

7. CONTINUOUS COVERAGE

This policy shall be in effect for subsequent growing seasons once the coverage first attaches. However, you are required to furnish us with a revised Schedule of Insurance at the beginning of each growing season. If you do not furnish us with a revised Schedule of Insurance for the current growing season prior to 12:01 a.m. standard time on the applicable date shown below, your insurance shall be suspended.

Barley, Oats, Wheat and Rye March 15
 All Other Crops May 15

We will extend your Schedule of Insurance from the previous growing season and provide you with limited coverage until such time as we receive your revised Schedule of Insurance or until the suspension date, whichever is earlier.

During this period of extension, the coverage provided for each acre planted in the current season will be limited to the lesser of:

- 1) the previous years total liability on this policy for the same crop, divided by the number of acres planted to that same crop in the current year; or,
- 2) the previous years liability per acre on that same crop; or,
- 3) the current year's maximum coverage that we will accept per acre for that crop as communicated to the agent by our office, multiplied by the insured's interest in that crop.

Example: If you grew 100 acres of corn in the preceding year and insured it at \$100 per acre, your liability carried forward would be \$10,000 on the total number of the acres that you planted to corn in the current year, provided that you planted at least 100 acres. If you planted 200 acres, the carryover liability per acre would be \$10,000 ÷ 200 acres, or \$50 per acre. If you planted less than 100 acres, your carryover liability would remain at \$100 per acre. **The above examples assume that the determined coverage amounts per acre do not exceed the maximum coverage referred to in item 3 above.**

NO COVERAGE WILL BE PROVIDED ON A CROP THAT WAS NOT INSURED ON THIS POLICY IN THE PREVIOUS SEASON.

CONDITIONS:

- a. The premium charged for each growing season will be the rates as filed and approved for the current growing season.
- b. Coverage under this extension has no effect on the Expiration of Insurance on those crops described on the current Schedule of Insurance for the current crop season.
- c. If the insured applies for Crop-Hail insurance with another Company prior to the suspension date of the policy, coverage under this policy shall automatically terminate.
- d. If you sustain a loss during the period of extension, you are required to provide us with a revised Schedule Of Insurance for the current growing season prior to our settlement of the loss. The amount of loss paid, if any, will reduce the coverage available for any subsequent losses occurring that same growing season.
- e. We reserve the right to reject your revised Schedule of Insurance. However, if we reject your revised Schedule of Insurance we must provide you with written notice no less than 30 days in advance of when coverage will cease. Such notice must contain the date and the hour that coverage will terminate. Proof of mailing to you at the address shown on your current policy shall be sufficient proof of notice.

If State law requires more than 30 days notice, the notification period described above shall be automatically amended to comply with the State statute.

8. STORED GRAIN COVERAGE

We insure against direct loss to the eligible harvested grain insured under this policy, while it is in transit to the first place of storage, and while it is being stored in completely enclosed "structures", drying bins, or other drying apparatus, subject, however, to the applicable exclusions, conditions, limits, deductible and coinsurance provisions contained in this endorsement.

SECTION I. PERILS INSURED AGAINST

- a. FIRE AND LIGHTNING; but excluding spontaneous combustion.
- b. WINDSTORM OR HAIL; but only when loss to the insured grain occurs as a result of damage caused by the direct force of wind or hail to the "structure" housing the insured grain.
- c. EXPLOSION; but excluding loss due to explosion of steam boilers, steam pipes, or steam engines
- d. VEHICLES OR AIRCRAFT; meaning a direct loss resulting from actual physical contact of a vehicle, aircraft, or property falling from an aircraft with the "structure" containing the "stored grain",

e. TRANSIT; meaning a direct loss to insured grain as a result of the upset or overturn of a vehicle while the

harvested grain is being transported to the first place of storage, but only if the loss occurs within 100 miles of the locations shown on your Schedule of Insurance.

f. SMOKE; meaning only a direct loss caused by smoke due to a sudden, unusual and faulty operation of any heating or drying unit. This does not include smoke or smog from any agricultural or industrial smoking or smudging operation.

g. VANDALISM OR MALICIOUS MISCHIEF; meaning the willful and malicious damage to or destruction of the "stored grain".

h. THEFT, meaning only a direct loss due to theft, larceny or robbery of the "stored grain". We do not insure against loss due to mysterious disappearance, shrinkage, inventory shortage, embezzlement, or wrongful conversion.

SECTION II. EXCLUSIONS

This coverage does not apply to any loss:

- a. Caused directly or indirectly by flood, surface water, backup of drains or sewers, or water which seeps through any opening in the structure containing the "stored grain"; or,
- b. Caused directly or indirectly by rodents, birds, animals, vermin, virus, fungus, or other diseases; or,
- c. Due to shrinkage or unaccountable shortage of "stored grain"; or,
- d. Due to souring, rotting, heating, cracking, shrinking, leakage or deterioration, unless the souring, rotting, heating, cracking, shrinking, leakage or deterioration is itself the direct result of a peril shown above as a covered peril; or
- e. Due to theft, unless the theft of the "stored grain" can be proven by evidence of theft; or,
- f. Due to a theft, dishonest or fraudulent act committed by the Insured, any family member of the insured residing with the insured, any employee of the insured, or any person acting at the direction of the insured or on behalf of the insured; or,
- g. Caused by your neglect to use reasonable care to preserve, save, or salvage the "stored grain" prior to, at, and following the time of the loss; or,
- h. Caused by an intentional act of the insured, any family member of the insured residing with the insured, any employee of the insured, or any person acting at the direction of or on behalf of the insured; or
- i. To "stored grain" while it is in the care, custody or control of a common carrier or a carrier for hire; or
- j. To "stored grain" while it is being stored in or being processed in public elevators, seed houses, drying plants, or manufacturing plants; or
- k. Due to the perils of Vehicles or Aircraft, as described above, if the vehicle or aircraft is owned by or being operated by the insured, any member of the insured's family living with the insured, any employee of the insured, or any person acting on behalf of the insured or at the direction of the insured; or

l. To "stored grain" if it is being held as collateral for a government loan, unless it is not covered by FSA; or

m. Caused directly or indirectly by nuclear reaction, including radiation or radio-active contamination; or

n. Caused directly or indirectly from an act of war, whether it be a declared or undeclared war.

SECTION III. ELIGIBLE CROPS

This endorsement shall apply only to the crops of Corn (006), Soybeans (010), Wheat (001), Durum Wheat (462), Barley (002), Oats (004), Rye (003) and Rice (015).

SECTION IV. SUPPLEMENTAL COVERAGE

If you have a loss to "stored grain" that is covered by this policy, in addition to the amount otherwise payable, we will reimburse you for your actual costs to salvage the damaged grain and your actual cost to protect the undamaged grain so as to minimize the amount of the loss. Your actual costs may include "reasonable" allowance for your labor. However, the amount that we will pay under this Supplemental coverage will not exceed the lesser of:

- a. Five percent (5%) of the available limit of insurance for the applicable type of crop; or
- b. The amount per bushel set forth below multiplied by the number of bushels salvaged.

(1) Corn	\$0.15 / Bushel
(2) Soybeans	\$0.25 / Bushel
(3) All Other Grains	\$0.10 / Bushel

However, if the Limit of Insurance has been otherwise exhausted, no payment will be made under this Supplemental Coverage.

SECTION V. YOUR DUTY AFTER A LOSS

After a loss has occurred, you must:

- a. Give written notice to us within 5 days of your determination that a loss may have occurred.
- b. If a violation of law is suspected, you must also notify the proper law enforcement body and cooperate with them in their investigation
- c. Report to us, to the best of your knowledge and belief:
 - (1) The date, time and cause of the loss; and,
 - (2) Your interest and all other interests in the "stored grain", including all liens and encumbrances; and,
 - (3) All other insurance that may cover the loss; and,
 - (4) All changes of ownership of the "stored grain" during the term of this policy.

SECTION VI. CO-INSURANCE CLAUSE

If the amount of insurance on the covered crop(s) is less than 90% of the value of the "stored gain" at the time of loss, the amount that would otherwise be payable will be adjusted by a co-insurance factor. The co-insurance factor will be determined by dividing the amount of insurance for the specific crop by the "actual cash value". For example,

assume a specific crop insured under the policy is worth \$10,000 and you insured it for \$5,000; assume also that there has been a \$3,500 loss to the insured crop due to fire.

The applicable co-insurance factor would be .5 (\$5,000 divided by \$10,000). The amount payable is \$3,500 times .5, or \$1,750. If the crop had been insured to value, the amount payable would have been the determined amount of loss (\$3,500), not to exceed the limit of insurance for that specific crop (\$5,000).

SECTION VII. OTHER INSURANCE

The coverage provided by this endorsement is excess over any other coverage, whether collectible or not. When determining the amount of loss payable under the terms of this endorsement, we will use the Limit of Insurance applicable from all other insurance, without regard to any deductible that may apply. However, if the other insurance is also excess, then we will pay the same proportion of the loss that our coverage bears to the total amount of insurance in effect at the time of the loss.

SECTION VIII. LIMIT OF INSURANCE

The Company shall not be liable for more than (1) ~~\$500,000~~ or (2) the amount of insurance for a specific kind of crop as set forth in the Schedule(s) of Insurance, whichever is less. With regards to (2), any prior loss to that crop, regardless of cause, will reduce the Limit of Insurance available for subsequent losses.

SECTION IX. BASIS OF SETTLEMENT

Our limit of liability for loss to "stored grain" is the "actual cash value" of the insured grain at the time of loss, not to exceed the Limit of Insurance as set forth in this endorsement.

SECTION X. DEDUCTIBLE

Each claim for loss shall be adjusted individually and from the amount of each adjusted loss a deductible of One hundred dollars (\$100) shall apply.

SECTION XI. POLICY PERIOD

Coverage becomes effective at the same time that the underlying crop insurance policy becomes effective. Coverage expires upon your cancellation of this policy, upon your application for insurance with another company or June 1 of the following crop year, whichever is earlier.

Extension of Coverage: If you have not canceled this policy nor applied for insurance with another Company, and if you obtain a Crop Hail policy from us the year following inception of this coverage, then we will extend the coverage provided herein from June 1, or the day your new policy becomes effective, whichever is later, until October 1 in the year following inception of this coverage.

SECTION XII. DEFINITIONS

Stored Grain - is the seed from the types of crop(s) insured under this policy and grown on the land described in the Schedule of Insurance, which has been picked, combined, or harvested, subject to the eligible crops listed in Section III of this endorsement.

Structure - a fully enclosed building of a permanent nature that is suitable for the purpose of storing grain.

Actual Cash Value - is determined as the average closing market cash price, per bushel, of the insured grain for the ten (10) days following the day of loss, at the market where you normally sell your grain. Transportation costs for transporting grain shall not be considered.

9. COTTON: ESCALATOR PROVISION.

The term "escalator" refers to the maximum percentage of the limit of insurance payable for loss that occurs between the inception of coverage and June 5 of the current crop year.

Dates for Loss	Maximum Payable Percentage of Loss	Dates for Loss	Maximum Payable Percentage of Loss
May 25 and prior	20%	12:01 a.m. May 31	50%
12:01 a.m. May 26	25%	12:01 a.m. June 1	60%
12:01 a.m. May 27	30%	12:01 a.m. June 2	70%
12:01 a.m. May 28	35%	12:01 a.m. June 3	80%
12:01 a.m. May 29	40%	12:01 a.m. June 4	90%
12:01 a.m. May 30	45%	12:01 a.m. June 5	100%

Deleted: 150

If two or more losses occur the maximum payable percentage of all losses will not exceed the maximum payable percentage in effect on the date of the last occurring loss.

~~Loss Adjustment: Prior to squaring the adjustment of losses will be based on stand reduction caused by hail.~~

Deleted: Loss Adjustment: Until the insured cotton crop is squared or has been up to a stand over 6 weeks, whichever is earlier, any reduction in stand or plant population will not constitute a loss unless the stand is reduced below an average of 300 plants per 100 feet of row.¶

If you are paid a percentage loss and replant, the balance of the limit of insurance may be transferred to the new cotton crop or, upon our approval, to a substitute crop.

We do not cover cotton in open bolls, or cotton bolls immature at the time of a killing frost or freeze. We do not cover reduction of grade, staple or micronaire.

10. EXPIRATION OF INSURANCE.

Coverage ceases at 12:01 a.m. on the following dates of the current year:

	Hail coverage:	Fire, Lightning and Transit coverage:
Barley, oats, rye and wheat	July 20.....	July 20
Corn	October 1	December 15
Cotton	November 15	November 15
Rice.....	November 1	November 1
Sorghum crops	October 20	December 15

Deleted: (02)

SoybeansNovember 15November 15
Tobacco.....November 1November 1
Tree fruitsNovember 1November 1
All other cropsOctober 1October 1

OPTIONAL PROVISION

Your application and rate of premium determine whether your coverage will be amended by the following optional provision.

**EXCESS OVER 5% LOSS – DISAPPEARING AT 25% PROVISION – (SYMBOL: DXS5)
EXCEPT TOBACCO AND TOMATOES**

We will not cover any loss until the percentage of loss per acre exceeds 5%. The percentage per acre then payable will be the percent in excess of 5%, multiplied by 1.25. Once the percentage of loss equals or exceeds 25% this provision will no longer apply.



GRAIN FIRE ENDORSEMENT

This endorsement amends your Crop Hail policy by deleting all coverage except for direct loss caused by fire & lightning to covered crops standing in the field, in windrow in the field, or in transit to the "first place of storage", subject to the terms and conditions contained herein.

The policy to which this endorsement is attached is modified as follows:

PERILS INSURED AGAINST: The Perils Insured Against section of the Special Provisions is deleted in its entirety and replaced with:

- We will insure for unavoidable direct loss to the crop(s) described on the Schedule of Insurance caused by fire and lightning:
 - before or during harvest.
 - while the crop is in the windrow to be harvested as grain.
 - while the crop is in the harvester or in another vehicle owned by you and in your care, custody and control.
 - while the crop is being transported to the "first place of storage" not to exceed 50 miles.
- Fire Department Service Charge** – We will reimburse you up to \$250 for your costs incurred when the fire department is called to save or protect the unharvested or harvested crop(s) that is insured under the provisions of this endorsement.

No excess over loss, minimum loss, deductible, increasing payment factor or catastrophe loss award shall apply to the Fire, Lightning, or Fire Department Service Charge. However, we will not pay more than the lesser of the coverage per acre shown on the Schedule of Insurance or the "actual cash value" of the crop.

INSURANCE PERIOD:

Inception and expiration of the coverage provided by this endorsement shall be in accordance with the provisions of the underlying policy.

ELIGIBLE CROPS:

All grain crops are eligible for the coverage provided by this endorsement. Vegetables, fruit, berries and grapes are specifically excluded.

OTHER INSURANCE:

This insurance is excess over any other like insurance, whether collectable or not.

EXCLUSIONS:

Coverage will not apply:

- to any peril that is an imminent threat to the crop at the time of applying for this insurance.
- to any loss arising from intentional, dishonest or criminal acts by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives, or anyone to whom acted upon your instructions or to whom you entrusted the property for any purpose.
- to any crop of vegetables, fruit, berries, or grapes.

DEFINITIONS:

"Actual Cash Value" means the price received for the insured property at the market located closest to the covered loss, on the day that the loss occurred.

"First place of storage" means any drying apparatus, drying bins or storage facility of any kind.

Deleted: COVERED
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Deleted: ¶ LIMITS OF COVERAGE: ¶ In the event of a covered loss,
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Deleted: insured crops.
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____ Applicant Agent ¶



CROP-HAIL INSURANCE AUTO-HAIL APPLICATION

- GREAT AMERICAN INSURANCE COMPANY
- GREAT AMERICAN ALLIANCE INSURANCE COMPANY
- GREAT AMERICAN INSURANCE COMPANY OF NEW YORK
- GREAT AMERICAN LLOYD'S INSURANCE COMPANY

AUTOMATIC CROP-HAIL COVERAGE REQUEST / CHANGE / CANCELLATION FORM

APPLICANT'S NAME AND ADDRESS			AGENCY NAME AND ADDRESS			AGENCY #	
						PHONE	
(City)		(State)		(Zip Code)		(City)	
(State)		(Zip Code)		(State)		(Zip Code)	
SSN / TAX ID NUMBER		PHONE NUMBER		CROP HAIL POLICY NUMBER		MPCI POLICY # (ONE POLICY # PER APPLICATION FORM)	
CHECK REASON FOR SUBMISSION		NOTICE: IT IS A CONDITION OF THIS COVERAGE THAT YOU HAVE YOUR MPCI WITH GREAT AMERICAN INSURANCE COMPANY OR ONE OF ITS AFFILIATED COMPANIES. IF YOU TRANSFER OR CANCEL YOUR MPCI, YOUR AUTO-HAIL COVERAGE WILL ALSO BE CANCELLED.					
NEW		I hereby request and authorize the Company to revise and update my current year Crop-Hail Schedule of Insurance for the crops shown below from the information contained on the original submission of my Multiple Peril Crop Insurance (MPCI) acreage report each year. I acknowledge that the coverage provided each season will be rated using the rates currently on file with the Department of Insurance, and I agree to pay the premium due. I further agree that as long as I have a MPCI policy in force with Great American Insurance Company of New York, this revision / update will occur each season automatically and without any further request from me. This request shall remain in effect until superceded or canceled. If I should decide to cancel or revise this automatic revision and update, I agree to notify the Company in writing prior to the earliest MPCI Sales Closing Date for any of the Crops shown on this application. Any submission of this form will supercede any prior submission of this form in its entirety, so if you are revising or canceling coverage, you must account for ALL crops already insured on this policy					
REVISION							
CANCEL		I hereby request that the Company cancels the automatic revision and update of my Crop-Hail Schedule of Insurance					
ST	CTY #	COUNTY NAME	CROP	PRACTICE (IRR or NON-IRR)	\$ / ACRE COVERAGE AT 100% INTEREST	POLICY FORM	ENDORSEMENT(S)
HAVE ANY OF THE CROPS LISTED ABOVE BEEN DAMAGED BY HAIL PRIOR TO SIGNING THIS APPLICATION?							Yes _____ No _____
NOTICE TO APPLICANT: A FRAUD WARNING MAY APPLY TO THIS APPLICATION. PLEASE BE SURE TO READ THE FRAUD WARNING STATEMENTS PROVIDED TO OUR AGENT OR CONTAINED IN OUR CROP HAIL RATE AND RULE MANUAL BEFORE YOU SIGN THIS APPLICATION.							
INSURED'S SIGNATURE			DATE		AGENT'S SIGNATURE		DATE

- NOTICE:** The following is only a summary of some of the Rules pertaining to this program. Please see your current Crop-Hail Rate and Rule Manual for complete rules and instructions.
- The entity name and tax ID must be identical between the MPCI and Crop-Hail policies.
 - If you insure any acres of a certain crop in a County, then you must insure all acres of that crop that are within the same County, regardless of that are grown using the same practice (irrigated or non-irrigated).
 - You may place different coverage forms or coverage amounts per acre on the same Crop **but only if they are grown using a different practice.** Otherwise, all acres of that Crop within that County must have the same coverage form and coverage amount.
 - We **do not** allow multiple up to two coverages on the same County / Crop / Practice.
 - Your coverage per acre shown above is based on a 100% interest in the crop. If you have a lesser interest in the crop, then we will adjust the amount of coverage per acre in proportion to your interest. **There are NO exceptions to this rule.**
 - Enter any endorsement(s) that you wish to attach to the Crop-Hail policy. Please note that **IF** you are applying for coverage that requires a copy of the endorsement to be signed by the applicant and the agent, then you must also attach a copy of the signed endorsement to this application. Not all endorsements are available for use with the Auto-Hail program, and some endorsement s have a Sales Closing Date, so please check with your local processing office.
 - Coverage will attach in accordance with our Crop Hail Rules which are filed with each State's Insurance Department.
 - SIGN THE APPLICATION and submit it to our office.

**CROP-HAIL APPROVED FORMS
FOR USE DURING THE 2008 SEASON
AND UNTIL REVISED OR WITHDRAWN**

ARKANSAS

The following crop-hail forms of National Crop Insurance Services®, 8900 Indian Creek Parkway, Suite 600, Overland Park, Kansas 66210, are available for use. These forms may be currently under revision. If a newer version of these forms is filed and approved for use, the most recent version will be the one available for use:

Edition	Form No.	Name
2007	3	Crop-Hail Policy - General Provisions
2007	3AR	Arkansas Amendatory Endorsement
2002	511	Endorsement: Green Pack or Fresh Market Tomatoes (Including Staked Tomatoes)
2002	445	Endorsement: Tomatoes (Canning or Processing), Vegetable and Vine Crops
2002	577	Endorsement: Tree Fruits, Grapes, Bush Fruits and Berries - Excess Over 15% Loss
2007	457	Endorsement: Optional Fire and Lightning Coverage for Crops Planted in Small Grain Stubble
2007	757	Assignment of Indemnity

The following independent forms of **Great American Insurance Company** are also available for use:

Edition	Form No.	Name
10/01	CI-2655a AR	Application for Crop-Hail Insurance & Declaration Page
11/07	GAI-603 AR	Crop-Hail Policy - Basic Form - Special Provisions
12/07	GAI-1132	Grain Fire Optional Endorsement
02/07	GAI-1142	Deletion of Escalator Clause Optional Endorsement
01/07	GAI-1146 21	Coverage Binder Mandatory Endorsement
02/07	GAI-1156 21	Cotton Open Boll Optional Endorsement
01/07	GAI-1157 21	Deletion of Soybean Replant Optional Endorsement
11/07	GAI-1158 21	Supplemental Application
02/07	GAI-1160	Cotton Module Coverage Endorsement
		Notice of Loss