

SERFF Tracking Number: RNHL-125853319 State: Arkansas  
Filing Company: ACE Property and Casualty Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2009CHACEF  
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only  
Product Name: 2009 Crop-Hail  
Project Name/Number: 2009 Crop-Hail Form Filing/2009CHACEF

## Filing at a Glance

Company: ACE Property and Casualty Insurance Company

Product Name: 2009 Crop-Hail SERFF Tr Num: RNHL-125853319 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: 2009CHACEF State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Authors: Steve Heverly, Jeff Meyer Disposition Date: 10/13/2008  
Mgr, Nancy Flanagan  
Date Submitted: 10/10/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New): 10/13/2008  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 10/13/2008

State Filing Description:

## General Information

Project Name: 2009 Crop-Hail Form Filing Status of Filing in Domicile: Not Filed  
Project Number: 2009CHACEF Domicile Status Comments:  
Reference Organization: N/A Reference Number: N/A  
Reference Title: N/A Advisory Org. Circular:  
Filing Status Changed: 10/13/2008  
State Status Changed: 10/13/2008 Deemer Date:  
Corresponding Filing Tracking Number:

Filing Description:

We wish to file a revised Crop-Hail form to be effective upon your approval and remain in effect until revised or withdrawn. My filing authority is enclosed.

Enclosed is a revised copy of the Crop-Hail Policy – Basic Form – Special Provisions (RH-2145-2009 replaces RH-

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2145-2007) which have been revised to be consistent with the changes made by the National Crop Insurance Services (NCIS) for the 2009 crop year. Provision No. 7 "Cotton: Escalator Provision" was revised to remove language that referred to "...any reduction in stand or plant population will not constitute a loss unless the stand is reduced below an average of 300 plants per 10 feet of row." as this language does not reflect the current NCIS loss procedures for cotton. This language was replaced with language similar to other policies with the cotton escalator form and now states "Prior to squaring the adjustment of losses will be based on stand reduction caused by hail."

Also enclosed is the \$50 filing fee required by your department.

## Company and Contact

### Filing Contact Information

Jeff Meyer, Program Analyst Jeff.Meyer@RainHail.com  
 9200 Northpark Drive (515) 559-1000 [Phone]  
 Johnston, IA 50131-3006 (515) 559-1001[FAX]

### Filing Company Information

ACE Property and Casualty Insurance CoCode: 20699 State of Domicile: Pennsylvania  
 Company  
 9200 Northpark Drive Group Code: 626 Company Type:  
 Suite 300  
 Johnston, IA 50131-3006 Group Name: State ID Number:  
 (515) 559-1154 ext. [Phone] FEIN Number: 06-0237820  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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ACE Property and Casualty Insurance \$50.00 10/10/2008 23117784  
Company



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/13/2008	10/13/2008

*SERFF Tracking Number:* RNHL-125853319                      *State:* Arkansas  
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## **Disposition**

Disposition Date: 10/13/2008  
Effective Date (New): 10/13/2008  
Effective Date (Renewal): 10/13/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Filing Authority Letter	Approved	Yes
Form	Crop-Hail Policy - Basic Form - Special Provisions	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Crop-Hail Policy - Basic Form - Special Provisions	RH-2145-2009	2009	Policy/Coverage Replaced Form	Replaced Form #:0.00 RH-2145-2007 Previous Filing #: AR-PC-06-022349		RH21452009.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.

For cotton, your fire coverage is extended to cover loss by fire from the time the cotton is placed in the module or wagon until it is delivered from the field to the cotton gin. This extended fire coverage will end the earlier of when the cotton has been delivered to the gin premises or 12:01 A.M. December 31 of the current season. This extended fire coverage is limited to \$500 per module or wagon and is excess over any other valid and collectible insurance.

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

While the harvested crop is being transported to the first place of storage not to exceed 100 miles, this policy is extended to cover loss caused by:

- (1) Fire and Lightning;
- (2) Windstorm;
- (3) Collision;
- (4) Overturn; or
- (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 Charges.

e. *Stored Grain.*

In addition to all other policy provisions, the following provisions also apply to stored grain\* coverage.

- (1) Stored Grain coverage applies only to corn, soybeans and small grains.

## (2) Perils Insured Against.

We insure for direct loss of stored grain caused by:

- (a) Fire and Lightning;
- (b) Windstorm;
- (c) Explosion;
- (d) Vandalism and Malicious Mischief;
- (e) Theft; or
- (f) Transit\*\*.

\*Stored grain means the seed from the insured crop which has been picked, combined or harvested and taken to the first place of storage and stored in completely enclosed bins or buildings. Stored grain does not include commercially processed seed or grain mixed with another product or material.

\*\*Transit coverage is from the first place of storage to the normal selling point, but not to exceed 100 miles from the insured locations.

## (3) This stored grain coverage is excess over any other applicable coverage.

## (4) Exclusions.

Stored grain coverage does not apply to loss:

- (a) Caused directly or indirectly by flood, surface water, backup of drains or sewers, water which seeps through floors and walls;
- (b) Caused directly or indirectly by insects, vermin, virus, fungus, or other diseases;
- (c) Resulting from souring, rotting, heating, drying operations, cracking, shrinking, leakage, or deterioration, unless this damage is caused by one of the insured perils (See No. 2 above);
- (d) From theft, dishonesty or fraud by you, or caused by you or your employees;
- (e) Caused by your neglect to use all reasonable means to save or preserve the grain, at either time of or after the loss;
- (f) For stored grain held as collateral for a government loan, unless not covered by the FSA; or
- (g) For grain while stored or being processed in public elevators, warehouses, seed houses, drying plants or manufacturing plants.

## (5) Coinsurance Clause.

You must maintain insurance on the covered crop(s) for at least 90 percent of the value of those crops at the time of loss. If you fail to do this, the percentage of loss is calculated by dividing the amount of insurance carried by the amount you should have carried.

Formula: Amount of coverage divided by the amount of coverage required equals percent of loss we will pay.

(6) Deductible.  
This coverage has a \$100 deductible per occurrence of loss.

(7) We will not recognize any assessment or grant coverage for the benefit of any person or organization holding, storing, or transporting grain.

(8) Your Duties After Loss.  
You must see that the following duties are performed:

- (a) Give notice to us, as soon as practical, and also to the police, if the cause of loss is suspected to be in violation of the law; and
- (b) To the best of your knowledge and belief:
  - (i) Give the time and cause of loss;
  - (ii) Report your interest and the interest of all others in the stored grain involved and all encumbrances on the stored grain;
  - (iii) Report other insurance which may cover the loss; and
  - (iv) Report changes in ownership of the stored grain during the term of the policy.

(9) Loss Settlement.  
Our limit of liability for loss to stored grain is the actual cash value, not to exceed the liability per crop shown on the Schedule of Insurance, at the time of loss. Actual cash value of stored grain is determined as the highest closing market price of the stored grain within 10 days of the day of loss, at the market where you normally sell your grain.

(10) Policy Period.  
Coverage takes effect the earlier of six hours following the time and date we receive your request for coverage or 12:01 A.M. of the second day following the date you and our agent sign the application and expires at 12:01 A.M. June 1, of the following year, unless canceled or you acquire Crop-Hail insurance with another company.

(11) Extended Stored Grain Coverage.  
We will provide stored grain coverage on your insured crop(s) harvested the previous crop year effective the earlier of six hours following the time and date we receive your request for coverage or 12:01 A.M. of the second day following the date you and our agent sign the application and expires at 12:01 A.M. June 1 of the current crop year.

## 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; and

- 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, Provision 5.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; and
  - (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).

- 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 not be reduced by the replant award. 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. 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.

**8. APPRAISAL.**

The initial paragraph and Provision Nos. 6.e., f., and g. of the General Provisions (NCIS 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 No. 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.

**9. CANCELLATION OF POLICY.**

Provision No. 13.b. Cancellation of Policy By Us of the General Provisions (NCIS 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 lienholder 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.

**10. SUIT AGAINST US.**

Provision No. 16 of the General Provisions (NCIS 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.

**11. 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

**12. FRAUD 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.

Address and phone number of the Arkansas Insurance Department:

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

**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.



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## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Uniform Transmittal Document- Property & Casualty **Approved** 10/13/2008  
**Bypass Reason:** According to SERFF, the Transmittal Document has been replaced by the General Information screen.  
**Comments:**

**Review Status:**  
**Satisfied -Name:** Cover Letter **Approved** 10/13/2008  
**Comments:**  
**Attachment:**  
Aracef.pdf

**Review Status:**  
**Satisfied -Name:** Filing Authority Letter **Approved** 10/13/2008  
**Comments:**  
**Attachment:**  
ACE 2008 Crop Filing Authority Letter.pdf

# Rain and Hail L.L.C.

**Corporate Office**  
9200 Northpark Drive, Suite 300  
Johnston, IA 50131-3006  
Tel: (515) 559-1000  
Fax: (515) 559-1001  
Website: www.RainHail.com



October 10, 2008

The Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

Re: ACE Property and Casualty Insurance Company  
NAIC No. 626-20699  
Crop-Hail Insurance Form Filing

Dear Madam:

By authority vested in me as President and Chairman of the Board of Rain and Hail L.L.C., managing general agent for crop insurance for the above named company, I wish to file a revised Crop-Hail form to be effective upon your approval and remain in effect until revised or withdrawn. My filing authority is enclosed.

Enclosed is a revised copy of the Crop-Hail Policy – Basic Form – Special Provisions (RH-2145-2009 replaces RH-2145-2007) which have been revised to be consistent with the changes made by the National Crop Insurance Services (NCIS) for the 2009 crop year. Provision No. 7 “Cotton: Escalator Provision” was revised to remove language that referred to “...any reduction in stand or plant population will not constitute a loss unless the stand is reduced below an average of 300 plants per 10 feet of row.” as this language does not reflect the current NCIS loss procedures for cotton. This language was replaced with language similar to other policies with the cotton escalator form and now states “Prior to squaring the adjustment of losses will be based on stand reduction caused by hail.”

Also enclosed is the \$50 filing fee required by your department.

Sincerely,

A handwritten signature in cursive script that reads "Steve C. Harms".

Steve C. Harms  
President and Chairman of the Board  
Rain and Hail L.L.C.

SCH/jm

Enclosures

cc: Jeff Malcom, Vice President – Southern Division  
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michael.coleman@ace-ina.com  
www.ace-ina.com

**Michael Coleman**  
*Senior Vice President*

February 25, 2008

To Whom It May Concern:

We hereby grant authorization to the Chairman of the Board and/or President of Rain and Hail L.L.C., Managing General Agency for the below listed ACE companies, 436 Walnut Street, Philadelphia, Pennsylvania, 19106, to make on our behalf various independent or deviation filings including but not limited to Crop Hail, Named Perils, Fire Insurance on Growing or Standing Crops, Tobacco Barn Fire, Tobacco Curing Barn and Haystack Fire and related named peril programs

**ACE Property and Casualty Insurance Company**  
**ACE Fire Underwriters Insurance Company**  
**Bankers Standard Insurance Company**  
**Indemnity Insurance Company of North America**

Very truly yours,

A handwritten signature in cursive script that reads "Michael J. Coleman".

Michael J. Coleman  
Senior Vice President