

SERFF Tracking Number: AGNY-125958917 State: Arkansas  
 Filing Company: The Insurance Company of the State of Pennsylvania State Tracking Number: #1476890 \$50  
 Company Tracking Number: CS-09-DELIVERY CONTRACT  
 TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only  
 Product Name: 2009 Arkansas Delivery Contract Form Filing  
 Project Name/Number: Crop - Supplement/DC-09-03-F

## Filing at a Glance

Company: The Insurance Company of the State of Pennsylvania

Product Name: 2009 Arkansas Delivery SERFF Tr Num: AGNY-125958917 State: Arkansas

Contract Form Filing

TOI: 02.1 Crop

SERFF Status: Closed

State Tr Num: #1476890 \$50

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

Co Tr Num: CS-09-DELIVERY CONTRACT

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Llyweyia Rawlins, Brittania Yielding

Author: Greg Livingston

Disposition Date: 12/31/2008

Date Submitted: 12/23/2008

Disposition Status: Approved

Effective Date Requested (New): 01/05/2009

Effective Date (New): 01/05/2009

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Crop - Supplement

Status of Filing in Domicile: Not Filed

Project Number: DC-09-03-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/31/2008

State Status Changed: 12/29/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: The Insurance Company of the State of Pennsylvania (ISOP) NAIC# 19429 FEIN 13-5540698

2009 Delivery Contract Form Filing

Our File Number: DC-09-03-F

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Dear Director:

Enclosed for your review and approval is our 2009 Delivery Contract form filing.

The following items are included in this filing:

Arkansas transmittals  
ISOP authorized representative statement  
Final forms

Our proposed effective date is January 5, 2009.

If you have any questions or concerns, feel free to contact me at our office, toll free 866-404-9061, extensio 73351.

Sincerely,

Greg Livingston  
Insurance Specialist  
livingstongreg@johndeere.com

## Company and Contact

### Filing Contact Information

John Sheeley, Compliance Manager SheeleyJohnE@JohnDeere.com  
6400 NW 86th Street (515) 267-3499 [Phone]  
Johnston, IA 50131

### Filing Company Information

The Insurance Company of the State of Pennsylvania CoCode: 19429 State of Domicile: Pennsylvania  
70 Pine Street Group Code: Company Type:  
New York, NY 10270 Group Name: State ID Number:

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(212) 770-7000 ext. [Phone] FEIN Number: 13-5540698  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Insurance Company of the State of Pennsylvania	\$0.00	12/23/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
14766890	\$50.00	12/23/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/31/2008	12/31/2008



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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ISOP Authorization Letter	Approved	Yes
Form	Crop Delivery Contract Policy of Insurance	Approved	Yes
Form	Corn Mandatory Endorsement	Approved	Yes
Form	Soybean Mandatory Endorsement	Approved	Yes
Form	Arkansas Mandatory Endorsement	Approved	Yes
Form	Policy Jacket	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 Delivery Contract Policy of Insurance	05-01-00-0004-2009	2009	Policy/Coverage Form			Crop Delivery Contract Policy.pdf
Approved	Corn Mandatory Endorsement	05-03-00-0003-2009	2009	Endorsement/Amendment/Conditions	New		Crop Delivery Contract Corn Endorsement.pdf
Approved	Soybean Mandatory Endorsement	05-03-00-0004-2009	2009	Endorsement/Amendment/Conditions	New		Crop Delivery Contract Soybean Endorsement.pdf
Approved	Arkansas Mandatory Endorsement	04-06-03-0014-2009	2009	Endorsement/Amendment/Conditions	New		2009 Mandatory Endorsement_AR.pdf
Approved	Policy Jacket		2009	Policy/Coverage Form	New		ISOP Policy Cover-dec08-v2.pdf

# Crop Delivery Contract Policy of Insurance

Throughout this *policy*, “*you*” and “*your*” refer to the person or persons named on the accepted *Application* and “*we*,” “*us*” and “*our*” refer to the company issuing this *policy*. Unless the context indicates otherwise, the plural form of a word includes the singular form. All words written in italics are terms defined above (i.e., *you*, *we*) or in Section I of the General Provisions. This *policy* is **not** reinsured or subsidized by the Federal Crop Insurance Corporation. This is **not** a continuous *policy*.

## WARNING

This insurance is void in any case of fraud, material misrepresentation or material omission made by *you* or with *your* knowledge in obtaining this insurance or pursuing a claim under this *policy*.

## READ YOUR POLICY CAREFULLY

This *policy* is a **legal contract** between *you* and *us*. This *policy* sets forth the rights and obligations of both *you* and *us*. It is important that *you* read this *policy* carefully and keep it with *your* other valuable documents.

## QUICK REFERENCE

Abandonment of Crop	Section XXII	Endorsements	Section XIV
Annual Premium and Other Amount Due Us	Section VIII	Entire Agreement, Waiver or Change of Policy Provisions	Section XXV
Assignment of Indemnity	Section XXIV	Errors and Omissions	Section XV
Assignment of Interest	Section XXIII	Exclusions	Section V
Cancellation of Insurance	Section III	Failure of Parties to Agree	Section XIII
Concealment or Fraud	Section XVI	Insured Crop, Acreage, Share and Value Insured	Section VII
Conformity of Statutes	Section XX	Insured Perils	Section IV
Coverage	Section VI	Life of Policy	Section II
Coverage Amendments and Policy Changes	Section IX	Other Insurance	Section XVIII
Death of Insured	Section XXI	Subrogation	Section XIX
Definitions	Section I	Transfer of Ownership	Section XII
Determination of Loss or Adjustment of Claim	Section XI		
Duties After Damage	Section X		
Electronic Signature	Section XVII		

## GENERAL PROVISIONS

**Agreement to Insure:** We will provide you the insurance described in this *policy* for expenses incurred due to your inability to produce enough of the insured crop to fulfill the *contracted volume* due to *damage* to your insured crop in return for your payment of the required premium and your compliance with all applicable provisions of this *policy*.

### I. Definitions

**Application** – Your request to us for the issuance of a *policy* that is on our form and that is properly completed, dated and signed by you and our authorized agent.

**Aggregate MPCY Yield Guarantee**- the cumulative sum for all MPCY policies you have with us of the following results related to the crop covered by this *policy*: each separate MPCY APH line's approved yield multiplied by: planted acres; coverage level; and share..

**attach** - to become effective.

**claim** - a specific request to us for payment of monetary damages.

**consent** - our written approval allowing you to take a specific action.

**contract price**- the price the *Processing Facility* agrees to pay you for your delivered crop.

**contract shortfall**- the number of bushels, pounds or tons of production of the insured crop that we determine to be below the amount stated in your *Crop Delivery Contract(s)* as a result of an *insured peril*. This amount may be less than the actual shortage of crop delivered to the *Processing Facility*.

**contract volume**- the amount, expressed in bushels, pounds, or tons, of the harvested insured crop you are required to deliver to a *Processing Facility* as stated in your *Crop Delivery Contract*.

**coverage** - the insurance provided by this *policy* against loss caused by an *insured peril* not including consequential or indirect damages, as shown on your *Summary of Coverage* and to the extent described in these General Provisions and any *endorsements*.

**Crop Delivery Contract**- a binding delivery contract between you and a *Processing Facility* requiring delivery of a predetermined quantity of a qualifying crop as identified in the Underwriting Guidelines and approved by us.

**crop year** - the calendar year during which the insured crop would be harvested under normal agronomic practices.

**damage** - injury to your insured crop; to be considered in the determination of *contract shortfall*, *damage* must be caused by an *insured peril*.

**endorsement** - a written modification issued by us and attached to this *policy* to supplement, modify or limit insurance coverage.

**FCIC** – the Federal Crop Insurance Corporation, a wholly owned government corporation within the U.S. Department of Agriculture, or its administrative arm, the Risk Management Agency.

**indemnity** - compensation payable to you by us as a result of your qualifying loss under this *policy*.

**insurance period** - the period of time each *crop year* beginning the date *coverage attaches* and ending the date *coverage expires*

**insured peril** - a peril specifically defined in this *policy* which, if it causes direct *damage* to your insured crop, may result in payment of an *indemnity* to you

**limit of insurance**- the dollar amount of *coverage* provided under this *policy* and shown on your *Summary of Coverage*. No *indemnity* may exceed this amount.

**loss** – when a *contract shortfall* occurs and the *replacement price* is the highest of the *contract price*, the *MPCY Spring Price* and the *MPCY Harvest Price*.

**loss worksheet**- a statement of your *claim* for a *loss* insured under this *policy*, written or electronically generated and completed by our adjuster, giving the pertinent facts and data regarding your *claim*, and signed and returned by you to us according to the *policy*.

**mobile equipment** - hauling vehicles licensed for travel on public roads, farm machinery, forklifts and other vehicles designed for use principally off public roads, including vehicles maintained for use solely on or near premises you own or rent, and any attached farm machinery or equipment

**MPCY Harvest Price**- the final revenue price established by the *FCIC* used to calculate revenue to count for claim purposes for both Crop Revenue Coverage (CRC) and Revenue Assurance with the fall harvest price option (RA-HPO).

**MPCY Spring Price**- the revenue price established by *FCIC* used to establish initial revenue guarantees for both CRC and RA-HPO.

**Multiple Peril Crop Insurance (MPCI)** - a form of federal crop insurance designed, sold, serviced, and reinsured pursuant to the Federal Crop Insurance Act. For the purposes of this *policy*, only CRC or RA-HPO will qualify as a *MPCI* policy.

**policy** - this written contract between you and us consisting of the accepted *Application*, *Summary of Coverage*, these General Provisions, and *Endorsements* (if any). If a conflict exists in the *policy*, the order of priority is as follows: (1) *Endorsements*, (2) General Provisions, (3) *Application* and (4) *Summary of Coverage* with (1) controlling (2), (2) controlling (3), etc.

**pollutants** - any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned or reclaimed).

**Production to count**- the total number of bushels, pounds or tons, whether appraised or harvested, as measured and determined by us, produced by the insured on all locations covered by the *MPCY* policies underlying this *policy* and used to determine any potential *contract shortfall*. Your share on each *MPCY* unit will be taken into account when determining a *loss*. Production damaged by uninsured perils could be considered as *production to count* depending on loss

adjustment guidelines. Production excluded from coverage under Section V may be considered *production to count*.

**Processing Facility-** the company or cooperative with which *you* have entered into a *Crop Delivery Contract*.

**replacement price-** the price per bushel, pound or ton established by the *Processing Facility* to replace your *contract shortfall*. This price includes fees and transportation costs, incurred by the *Processing Facility* to have the *contract shortfall* delivered, up to the *replacement price cap*. This does not include transportation costs incurred by *you*.

**replacement price cap-** the maximum approved difference between the *replacement price* and the higher of the *MPCI Spring Price* and the *MPCI Harvest Price*. This value is established in the *Underwriting Guidelines*.

**saline water-** water that contains a concentration of salt sufficient to cause damage to the insured crop.

**share -** the portion of an insured crop owned by *you* as reported on *your Application* or as determined at the time of *loss*.

**Summary of Coverage -** the most current list of insured crops, locations, amounts of *coverage* and other information obtained from *your* most recently accepted *Application* with respect to each insured crop.

**Underwriting Guidelines –** guidelines, filed and approved (where required) by the applicable State Department of Insurance and on file with *our* agent, used in the acceptance of *your Application* and the establishment of *coverage*.

## II. Life of Policy

A. This is an annual *policy* and an *Application* must be completed each season on or before the sales closing date provided within the *Underwriting Guidelines*.

B. Upon *our* approval of *your Application*, *coverage attaches* the later of:

1. the day your insured crop emerges; or
2. 12:01 A.M. the day after *you* and *our* authorized agent sign *your Application* for this *policy* provided the *Application* is transmitted to *us* within 48-hours of signature; or
3. the day *we* approve *your Crop Delivery Contract*.

*We* reserve the right to conduct an in-field growing season inspection for any *Application* or *Crop Delivery Contract* *we* receive prior to *our* approval if the signature date on the *Application* and/or *Crop Delivery Contract* occurs after the crop has already been planted.

*We* will not be liable for any *loss* to the insured crop prior to the date *coverage attaches* as specified in this *policy*.

C. Unless this *policy* is canceled or terminated as provided in Section III, in which case *coverage* expires as of the date of cancellation or termination, *coverage* expires on each acre of the insured crop upon the earliest of:

1. The end of the insurance period for the underlying *MPCI* policy;
2. The date harvest is completed on the insured crop;
3. The date the crop is abandoned; or

4. The date the entire insured crop is destroyed as determined by *us*.

*We* will not be liable for any *loss* to any insured crop after the date *coverage* expires as specified in this *policy*.

## III. Cancellation of Insurance

A. *You* may cancel this *policy* at any time by providing written notice to *us*. Such cancellation will be effective at whatever date *you* request after the date *you* provide such notice. If *you* cancel *coverage* prior to the date *coverage attaches*, *we* will refund *your* paid premium for that *crop year*. All premium for this *policy* is earned and due as of the date *coverage attaches*. Therefore, if *you* cancel this *policy* after *coverage attaches* for the *crop year*, *we* will not refund any premium and any unpaid premium will remain fully earned and payable.

B. *We* may cancel all or any part of this *policy* at any time by notifying *you* in writing at least 10 days before the date and hour such cancellation takes effect. If *we* cancel all or any part of this *policy*, *we* will return no more than the unused share of the premium paid for the amount of *coverage* per acre on the portion canceled. The cancellation will be effective at the time stated in the cancellation notice without regard to whether *we* have made or offered such return premium at that time.

## IV. Insured Perils

A. Coverage is provided only against diminished yield attributable to the following unavoidable causes of loss that occur during the *insurance period*:

1. Adverse weather conditions;
2. Fire;
3. Insects, but not damage due to insufficient or improper application of pest control measures;
4. Plant disease, but not damage due to insufficient or improper application of disease control measures;
5. Wildlife;
6. Earthquake;
7. Volcanic eruption; or
8. Failure of the irrigation water supply if caused by an insured cause of loss specified in this section, drought, or the intrusion of *saline water* due to natural causes;
  - a. *We* will not insure against any loss of production due to the intrusion of saline water or its application through irrigation of saline water, except as specified in Section IV.A.8 of this *policy*.

## V. Exclusions

A. No *coverage* is provided under this *policy* for any *damage* to the insured crop:

1. if *your Crop Delivery Contract(s)* has not been approved by *us*;
2. if *we* determine during an inspection, prior to *our* approval of either *your Application* (or *your Crop*

- Delivery Contract(s)*), your crop does not have the capability to meet the *contracted volumes*;
3. from any peril not insured against, even though the *damage* may have occurred in conjunction with and been secondary *damage* from an *insured peril*;
  4. caused by domestic animals;
  5. caused or increased by *your* failure to take all reasonable steps to minimize *damage* that a reasonable producer in *your* area without this or like insurance would have taken;
  6. resulting from or increased by:
    - a. interference with efforts to minimize *damage* by any person at the location of the insured crop;
    - b. suspension, lapse, cancellation or penalty associated with any lease, license, contract or order;
    - c. *damage* to, disappearance or destruction of, or *loss* of use of any tangible property other than the insured crop;
    - d. cultural and/or management practices that have as their intended objective, or their natural, probable and expected consequence, a reduction in the production of the insured crop; or
    - e. failure to follow cultural and/or management practices normal in the area of the insured crop.
  7. caused by any motor vehicle or *mobile equipment* including, but not limited, *mobile equipment* used in the management and care of the insured crop;
  8. directly or indirectly caused by or attributable to nuclear reaction, radiation or radioactive contamination, whether controlled or uncontrolled and however caused, or any consequence of any of these;
  9. caused, directly or indirectly, by war, civil disorder, riot, insurrection or political or civil protest;
  10. any *loss* caused by interference by strikers or other persons resulting in the insured crop incurring *damage* or additional *damage* which would not have been incurred had no strike or interference occurred;
  11. arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants* including, but not limited to, improper usage or application of agricultural chemicals and/or municipal or industrial sludge; whether accidental or intended, unsuitability for use or injury to the insured crop or other tangible property, and whether the *pollutants* are:
    - a. being transported or towed by, handled or handled for movement into, onto or from any *mobile equipment* transporting the insured crop;
    - b. otherwise in the course of transit by or on behalf of the *insured*; or
    - c. being stored, disposed of, treated or processed in or upon any *mobile equipment* transporting the insured crop.
  12. directly or indirectly resulting from or caused or increased by the susceptibility of the insured crop to an inherent disease or defect;
  13. arising out of any act by *you*, any member of *your* family or *your* employee(s) or at *your* or their

- direction with the intent to cause *damage*;
- B. In addition, no *coverage* is provided under this *policy* for:
    1. any volumes in excess of the lesser of:
      - a. *your aggregate MPCCI yield guarantee*; or
      - b. the total *contract volume* stated in any *Crop Delivery Contracts* that have been approved by *us*.
    2. any *loss* sustained prior to *coverage attaching*;
    3. rejection of the *contracted volume*, whether prior to or at the time of delivery, by the *Processing Facility* for any reason;
    4. any *damage* that occurs after the crop has been harvested;
    5. *your* failure to physically deliver the *contracted volume* to the *Processing Facility*.
    6. any *contract volumes* from any *Crop Delivery Contract* that has been cancelled or terminated for any reason.
    7. the failure of any *Processing Facility* to provide the information needed to determine loss or its inability to honor the terms of the *Crop Delivery Contract* for any reason including but not limited to ceasing operations, declaring bankruptcy or being purchased by another company.
  - C. This *policy* is not intended to provide *coverage* for the terms of the *Crop Delivery Contract*. The *contracted volume* is used in the calculation of *your limit of insurance* as well as in the determination of a claim as stated in Section XI.

## VI. Coverage

- A. This *policy* provides *coverage* in the event that the following occurs:
  1. *You* have a *contract shortfall*; and
  2. The *replacement price* exceeds all of the following:
    - a. *contract price*;
    - b. *MPCCI Spring Price*;
    - c. *MPCCI Harvest Price*.
- B. The *contract shortfall* is determined for approved *Crop Delivery Contract(s)* that have an initial delivery date **after** the date specified in the *Underwriting Guidelines* of the insured *crop year*.

*Crop Delivery Contracts* that require initial delivery **prior** to the date specified for the crop in the *Underwriting Guidelines* require special review by *us* and documentation provided by *you* as to the reasons for early delivery. We have the right to approve or decline these contracts at our discretion.

## VII. Insured Crop, Acreage, Share and Value Insured

- A. *Your* insured crop for each *crop year* will be any crop, as defined by *endorsement* to this *policy* and stated on *your Summary of Coverage* for this *policy*:
  1. in which *you* have a *share* at the time of *loss*; and
  2. that is actually grown on acres identified on *your MPCCI Summary of Coverage*; and
  3. that is insured by *us* under a *MPCCI* policy.

- B. All acres of the insured crop *that you* have insured with *us* under a *MPCI* policy will be used in the calculation of *your production to count* towards meeting *your contracted volumes* stated in *your Crop Delivery Contract*.
- C. The unit of insurance for determining any *indemnity* due is all acres of the insured crop.
- D. The *limit of insurance* for any *loss* for the current *crop year* may not exceed the *limit of insurance* stated in the *Summary of Coverage*.
- E. *Your limit of insurance* during a particular *crop year* for an insured crop under this *policy* is calculated as:
  1. The product of:
    - a. the lesser of *your contracted volume* stated in *your approved Crop Delivery Contract* or *your Aggregate MPCI Yield Guarantee*, and
    - b. the *replacement price cap* per bushel, pound or ton for the insured crop.
  2. If *you* have entered into multiple *Crop Delivery Contracts*, *we* will:
    - a. combine all *contracted volumes* together into one aggregate *contracted volume*.
    - b. calculate a weighted average *contract price* using the *contracted volume* and *contract price* of each *Crop Delivery Contract*.
    - c. substitute the lesser of the result of Section 2.a above or *your Aggregate MPCI Yield Guarantee* into the calculation in Section 1.a above.
    - d. substitute the result of Section 2.b above into the calculation in Section XI.A.4 for the determination of a claim.
- F. *We* have the right to determine the amount of all *losses*.
- G. If *you* misrepresent any information, *we* may, at *our* sole discretion, revise the premium and/or *limit of insurance* to the amount *we* determine to be correct or void the entire *policy* in accordance with Section XVI. This may result in a revision of *your coverage* if the information *you* report is not correct. At any time *we*, or any person assigned by *us*, may inspect any insured crop.
- H. *You* must at all times remain in compliance with the requirements of *your* underlying *MPCI* policy, as well as the rules, regulations, practices and procedures of *FCIC*. If *your* coverage provided under *your* underlying *MPCI* policy is reduced, voided or terminated for any reason, *coverage* under this *policy* will be changed likewise if it affects any calculations that are dependent on *your MPCI* coverage.
- I. If any *Crop Delivery Contract* is cancelled by *you* or the *Processing Facility* prior to claim settlement, *your coverage* will be reduced by the *contracted volume* contained in that contract.

### VIII. Annual Premium and Other Amounts Due Us

- A. All premium for this *policy* is earned in full and payable on the date *coverage attaches* as provided herein.
- B. The premium *we* will charge *you* for this *policy* will be based upon *our* rates in effect at the time *you* sign *your Application*.

- C. Any earned premium *you owe us* under this *policy*, or any other insurance policy *you* may have with *us*, may be deducted from any payments *we owe you* under this *policy* or any other insurance policy *you* may have with *us*, even if such earned premium has not yet been billed.
- D. *You* will pay the total annual premium to *us* each *crop year* this *policy* is in effect on or before the premium due date of the underlying *MPCI* policy. The fact that *you* may have a pending claim or dispute does not in any way relieve *you* of the obligation to pay earned premium upon the premium due date, nor prevent interest from accruing on such unpaid premium as provided in this Section VIII.
- E. If *you* fail to pay any amounts due by the due date specified in any statement from *us*, interest will begin to accrue at the rate specified in the *Underwriting Guidelines*.
- F. If *we* contract with a collection agency or employ an attorney to assist in collection of amounts due *us* from *you*, *you* agree to pay all expenses of collection including, but not limited to, attorneys' fees.
- G. All amounts *you* pay to *us* will first be applied to *our* expenses in collection (if any), second to the reduction of accrued interest, and then to the reduction of the premium balance due *us*.

### IX. Coverage Amendments and Policy Changes

- A. *We* will not revise *your Summary of Coverage* during a *crop year* without conducting an inspection unless *we* determine that such an inspection is not necessary.
- B. *We* also will not revise *your Summary of Coverage* if *we*, not *our* agent, receive *your*:
  1. *Application* to revise *your Summary of Coverage* more than 48 hours after *you* have signed that request; or
  2. *Crop Delivery Contract(s)* more than 72 hours after the contract(s) has been signed and executed unless otherwise accepted by *us*.
- C. *We* will have the right at any time the *policy* is in effect to change any or all of the terms or conditions of the *policy*, subject to the following:
  1. Any change adopted by *us* which extends or broadens the *coverage* under the *policy* without additional premium will apply and will be extended to *your* benefit automatically.
  2. For *policy* changes which would reduce *coverage* and/or increase premium, a written notice will be deemed given to *you* via First-Class United States Mail addressed to *you* at the last mailing address on file with *us*. Any such change will become a part of the *policy* and will be final and binding on *you*, and any premium associated with that *policy* change will be fully earned, unless *you* cancel the *policy* within 60 days of the mailing of such notice. *Your* right to cancellation under this provision will be in addition to any other cancellation rights *you* may have.

### X. Duties After Damage

- A. *Your* Duties:
  1. *We* recognize and apply the same standards and requirements regarding *your* duties in the event of

damage and claims as those contained in *your* underlying *MPCI* policy.

2. If *you* suspect or know damage has occurred to *your* insured crop, *you* must:
  - a. submit a notice of loss to *us* consistent with the same time constraints as *your* underlying *MPCI* policy.
  - b. Unless stated otherwise in any *endorsement*, *you* must leave representative samples intact of the unharvested crop if *you* report *damage* less than 15 days before the time *you* begin harvest or during harvest of the damaged unit. The representative samples of the unharvested crop must be at least 10 feet wide and extend the entire length of each field of *your* insured crop unless stated differently in *your MPCI* Crop Provisions. The samples must not be harvested or destroyed until the earlier of *our* inspection or 15 days after harvest of the balance of *your MPCI* units under *your MPCI* policy is completed.
3. *You* must do the following within 14 days of *our* determination of *your* final *production to count*, unless otherwise agreed to by *us*:
  - a. Make arrangements to source *your* replacement *contracted volume* from the *Processing Facility* or another suitable source that has been approved by *us*.
  - b. If no *contract price* was established when the *Crop Delivery Contract* was executed, *you* must also obtain a *contract price* for the *contract shortfall* at the same time even though the *Crop Delivery Contract* may allow *you* to establish the price at a later date. Failure to do so in the 14 day window may result in rejection of *your* claim and void any potential *indemnity*.
  - c. *You* must also provide official documentation from such *Processing Facility* relating to any *contract shortfall* showing the shortage and the *contract price* for that shortage if not stated in the *Crop Delivery Contract*. Documentation showing the *replacement price(s)* must also be provided from the *Processing Facility* or an approved source.
4. Upon *our* request, *you* must:
  - a. submit to an examination under oath regarding any *damage* to *your* insured crop, anything related to this *policy*, and/or *your* care for the insured crop;
  - b. provide *your* complete harvesting and marketing records regarding the insured crop by location, acreage and/or field;
  - c. provide all *claim* materials in conjunction with any *claim* made on other insurance arising from the same occurrence for which a *claim* is made on this *policy*.
5. After the occurrence of *damage*, *you* must continue to care for the insured crop. Should *you* neglect or

refuse to do so, *we* will not be liable for any *loss* caused by such neglect. *You* may not put to another use or destroy the insured crop until *we* have made an appraisal of the *damage* and given *our consent*.

6. *You* will allow any person representing *us* access to examine and inspect any insured crop on which *you* have reported *damage*, as often as may be required for a period of 12 months from the date of the expiration of the *coverage*. Persons appointed or employed by *us* will adjust all *losses*. *Our* findings will be put in writing and, if agreed to by *you* and approved by *us*, such adjustment will be final as to *you*, subject only to our internal audit and *us*. No adjuster has any authority to alter the terms of this *policy* nor orally to bind or obligate *us*. *Our* written findings do not waive any of *our* rights to any act relating to the appraisal or *loss* determination.

#### B. *Our* Duties

1. *We* will provide a proof of loss statement on a form attested to by *you* following the adjustment of a claim documenting *your loss* and will pay *your* loss within 30 days after:
  - a. *We* reach agreement with *you*;
  - b. The entry of a final court judgment; or
  - c. The filing of any appraisal determination or binding arbitration with *us* as outlined in Section XIII.
2. *We* will pay *your loss* to *you*, in accordance with *your* most recent *Summary of Coverage*, along with any financial institution, business or individual to whom *you* have assigned the *indemnity* on *our* approved form for that purpose. The assignee, at his/her request, may perform *your* duties under this Section X on *your* behalf.
3. *We* will determine *your loss* in accordance with crop loss adjustment procedures established by *us* or the *FCIC* and approved by *us* and in effect immediately prior to the time *your* insured crop suffers *damage*. No adjuster has any authority to deviate from such procedures. *We* will not be bound by any such deviation from approved loss adjustment procedures and, in the event of such deviation; *you* will allow *us* to reestablish the *loss* using the procedures as previously defined.
4. *We* may defer the adjustment of a claim for all insured perils until such time as the amount of *loss* can be measured. *We* will not pay for additional *damage* resulting from uninsured perils or from *your* failure to provide reasonable care for the insured crop during the deferral period.
5. If *you* have failed to notify *us* of any amount of the same crop as insured under this *policy* that is in storage from a previous harvest as required by the Underwriting Guidelines, upon discovery *we* will consider it as *production to count* towards *your* fulfillment of the *contracted volume*.

6. We cannot calculate any potential *indemnity* until all necessary information, including but not limited to the *MPCI Harvest Price*, is collected and available.

## XI. Determination of Loss or Adjustment of Claim

- A. We will calculate any potential loss using the following steps:
  1. Sum all *production to count* from the insured crop.  
**Note:** If any *damage* occurred to the insured crop due to uninsured causes, we will adjust the *production to count* upwards to reflect such *damage*.
  2. Subtract the *production to count* determined in Step 1 from the *contract volume*. If the result is positive, this constitutes the insured *contract shortfall* and proceed to Step 3. If the result is negative (production to count is greater than the *contracted volume*) there is no insured *contract shortfall* and no *indemnity* is due.
  3. Obtain documentation from the *Processing Facility* stating both the amount of bushels, pounds or tons replaced by the *Processing Facility*, and the *replacement price* per bushel, pound or ton paid by the *Processing Facility*. If you have multiple *Crop Delivery Contracts*, we will calculate a weighted average *replacement price* using the *contracted volume* and *replacement price* from each *Crop Delivery Contract*.
  4. Subtract the greatest of the *MPCI Spring Price*, *MPCI Harvest Price* or the *contract price* from the *replacement price* (or weighted average *replacement price*) provided in Step 3. If the difference is positive and less than the *replacement price cap*, use the result in Step 5. If the difference is greater than the *replacement price cap*, use the *replacement price cap* in Step 5. If the difference is negative (the *replacement price* is less than the greater of the other delineated prices), there is no *loss* and no *indemnity* is due.
  5. Multiply the insured *contract shortfall* determined in Step 2 by the monetary amount determined in Step 4. This is the *indemnity*.

### Example Calculation (Corn)

<i>MPCI Spring Price</i>	\$3.50
<i>MPCI Harvest Price</i>	\$3.80
<i>Contract Price</i>	\$3.60
<i>Contract Volume</i>	40,000 bushels
<i>Production to Count</i>	20,000 bushels
<i>MPCI Share</i>	100%

- Step 1: Determine *your production to count* taking share into account. Adjust if necessary for *damage* due to uninsured causes.

$$20,000 \text{ bushels} * 100\% = 20,000$$

- Step 2: Determine insured *contract shortfall*  
 $40,000 - 20,000 = 20,000$

Step 3: Obtain *replacement price* from *Processing Facility*  
 \$4.15

- Step 4: Determine if the *replacement price* exceeds all others and subtract the greatest. Check result against the *replacement price cap*.  
 $\$4.15 > \$3.50, \$3.80, \text{ and } \$3.60$   
 $\$4.15 - \$3.80 = \$0.35$   
 $\$0.35$  is less than the *replacement price cap*

Step 5: Determine *Indemnity*  
 $20,000 * \$0.35 = \mathbf{\$7,000}$

- B. No *indemnity* may exceed the *limit of insurance* stated in your *Summary of Coverage*.
- C. We reserve the right to have access to all records between you and the *Processing Facility* when a *contract shortfall* exists.
- D. If we determine that there is no qualifying *loss* under the terms of this *policy*, we will provide you with a written statement that no payable *indemnity* was found upon adjustment of the claim and requesting your claim be withdrawn. A *loss worksheet* indicating no qualifying *loss* may serve as this written notification and request for withdrawal.
- E. We have the right to compare the *replacement price* provided by any *Processing Facility* to other bids in the area to determine if the *replacement price* is reasonable. If we determine it is not reasonable we may, at our sole discretion, use a simple average of not less than two bids in the area for the same time frame in the calculation of any potential *indemnity* as described in Section XI.A. In this case, the *replacement price* provided by the *Processing Facility* will not be used in the simple average.

## XII. Transfer of Ownership

If you sell or transfer your *share* in an insured crop to another person or entity during the *insurance period*, you may submit to us in writing a request to transfer ownership of the *policy* to that person or entity. Any transfer must be on our form and will be effective only upon our *consent*. We reserve the right to deny any transfer of ownership. In the event we *consent* to the transfer, you and the person to whom you transfer your ownership are jointly and severally liable for payment of the premium. If you do not submit the request to us in writing, you will remain solely responsible for payment of the premium regardless of the transfer of ownership.

## XIII. Failure of Parties to Agree

- A. In case of *damage* to an insured crop and failure of you and us to agree as to the *loss* and the insured crop remains intact or representative samples have been left as prescribed in Section X A and the insured crop or samples have not been subject to additional *damage* as determined by us, then:
  1. either you or we can demand in writing that the *loss* be set by appraisal.

2. once such demand is sent and received, each party must notify the other within 10 calendar days after receiving such demand of their selection of a competent appraiser. For the purposes of this provision, a competent appraiser will be an individual with at least ten (10) years' experience in the adjustment of crop losses and at least five (5) years' experience in the adjustment of the insured crop, unless *you* and *we* agree in writing to a selected appraiser with less years' experience in either the adjustment of crop losses and/or the adjustment of the insured crop. *Our* selected appraiser can be the loss adjuster who originally adjusted the *claim* if he/she otherwise meets the qualifications outlined.
  3. the appraisers, within seven business days, shall appraise the *damage* and set the *loss* in accordance with Section X.B.3. Nothing in this Section shall prohibit *our* appraiser's original determination of *loss* from being used as the appraisal used in this process. Agreement between the appraisers as to the *loss* shall be so documented and verified in writing and shall be final and binding upon *you* and *us*.
  4. should the appraisers fail to agree upon the *loss*, they shall select, by mutual agreement, a competent umpire with a minimum of five years' experience in the adjustment of crop losses. If the appraisers cannot mutually agree on the selection of an umpire within 10 calendar days, *you* or *we* may petition a judge of a court of record in the state in which the crop *loss* occurred for selection of an umpire.
  5. upon selection of the umpire, the appraisers shall submit a written report of their appraisal to the umpire; written agreement by any two of these three will set the *loss* and shall be final and binding upon *you* and *us*.
  6. no *loss* determined by such an appraisal may result in an *indemnity* that exceeds the *limit of insurance* as stated in *your Summary of Coverage*.
  7. should one of the parties (*you* or *us*) fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the amount of *loss* in writing, and this determination will become binding upon *you* and *us*.
  8. once the amount of *loss* is put in writing by these procedures, the appraisal may be entered in any court of competent jurisdiction as a final judgment.
  9. each party will pay the expenses of their selected appraiser. The expenses of the umpire and costs of the appraisal beyond the expenses of the selected appraisers will be paid by both parties equally.
  10. *we* will not be held to have waived any rights by any act relating to the appraisal.
- B. Unless prohibited by law in the state in which the insured crop is located, any controversy or claim arising out of or relating to this *policy*, the breach thereof, any incorrect or false statement of a past or present fact relating to *damage*, or any erroneous action or advice by *our* licensed and authorized agent or employee that is not

- resolved under the appraisal procedure above shall be resolved by binding arbitration.
1. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (except those rules requiring only the American Arbitration Association to administer the arbitration shall not apply) or under rules of arbitration mutually agreed upon.
  2. No award determined by arbitration may exceed the *limit of insurance* as stated in your *Summary of Coverage*.
  3. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and shall be final, binding and not appealable.
  4. Nothing in this Section shall preclude the controversy or *claim* from being resolved through mediation between the parties.
  5. Prior to completion of the arbitration, nothing contained herein shall be construed to limit or to preclude *you* or *us* from bringing any action otherwise permitted by applicable law in any court of competent jurisdiction for injunctive or provisional relief as *you* or *we* deem necessary or appropriate to compel *us* or *you* to comply with obligations created under this *policy* or to prevent *damage* to *your* insured crop(s).
  6. In addition, nothing contained herein shall be construed to limit or preclude *us* from joining with any action for injunctive or provisional relief, all monetary *claims* that *we* may have against *you* that arise out of the acts or omissions to act giving rise to the cause of action for injunctive or provisional relief.
  7. This arbitration provision shall be deemed to be self-executing and in the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the non-appearing party notwithstanding their failure to appear.
  8. It is the intent of *you* and *us* that any arbitration between *you* and *us* shall be based on *your* individual *claim* and that the *claim* subject to arbitration shall not be arbitrated on a multiple insured or class-wide basis.
  9. Any demand for arbitration must be filed within 12 months following the date *we* deny or settle *your claim*, or the end of the *insurance period* in which the controversy arose, whichever is later.
  10. Any arbitration lawfully conducted under this Section XIII shall be legally binding on both parties.
  11. Any failure to exercise the right to arbitration as provided herein shall result in a forfeiture of any rights to have the dispute resolved by any legal proceeding except in a state where such binding arbitration is prohibited.
- C. Neither *you* nor *we* may file a lawsuit or take any other similar legal action against the other based on any dispute arising out of or relating to this *policy* or any *damage* to an insured crop except as provided in the arbitration provision above or Section XIII.D. Any action taken to enforce an arbitration decision must be taken within one year of the date of the decision. If this *policy* is issued with respect to an insured crop located in a state which

prohibits binding arbitration, *you* cannot bring suit against *us* unless *you* have complied with all of the *policy* provisions. If *you* do file suit against *us* based on any action by *us* in regard to this *policy*, *you* must do so within one year of such action. If insurance did *attach* under this *policy*, then any suit must be filed within one year following the end of the *insurance period* in which the controversy arose or the final settlement or denial of *your claim*, whichever is later. No court judgment may exceed the *limit of insurance* as stated in *your Summary of Coverage*.

- D. Nothing in this Section XIII shall preclude *us* or *our* representatives from bringing an action in a court of competent jurisdiction to collect any amounts due *us* under the *policy*.
- E. If *you* and *we* do not reach agreement on the amount of *loss*, and whether *we* determine the amount of *loss* through appraisal, arbitration or litigation, *you* are not entitled to pre-judgment interest on any *indemnity*.

#### **XIV. Endorsements**

This *policy* is subject to the provisions of any applicable *endorsement*.

#### **XV. Errors and Omissions**

This *policy* has been issued on the basis of the representation made by *you* on *your Application* on file with *us*. In case of error or omission on the *Summary of Coverage*, *you* will immediately notify *us* of such error or omission for correction. *We* reserve the right to reject any correction if it results in increased liability or reduced premium after the insurance has *attached* unless such change is in accordance with the provisions of this *policy*.

#### **XVI. Concealment or Fraud**

- A. *We* will not provide *coverage* to *you* if *you* or *your* authorized representative has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, either before or after a *loss*.
- B. This entire *policy* will be voidable at *our* sole option, with proper notice to *you* if, before or after a *loss*, *you* intentionally conceal or misrepresent:
  - 1. any material fact or circumstance concerning this insurance;
  - 2. the subject thereof; or
  - 3. *your share* therein.
- C. This entire *policy* also will be voidable at *our* sole option, with proper notice to *you* if, before or after a *loss*, *you* commit any fraudulent act or false swearing relative to any material fact or circumstance.

#### **XVII. Electronic Signature**

Electronic signatures will be valid and acceptable for all purposes with respect to this *policy*, forms and documents required under the provisions of this *policy*, subject to the accepted procedures and safeguards legally required by state or other applicable law. Electronic signatures will not be valid

in any state or jurisdiction where such signatures are not legally binding.

#### **XVIII. Other Insurance**

*You* may have other insurance (except other *MPCI*) subject to the same, terms, conditions and provisions as the insurance under this *policy*. If *you* do, *we* will pay *our* share of *loss*. *Our* share is the proportion that the applicable *limit of insurance* under this *policy* bears to the aggregate limits of all insurance *you* have covering the insured crop on the same basis. If the aggregate per acre liability among all policies *you* have relating to the same *loss* exceeds the proceeds per acre *you* reasonably expect to receive from the insured crop based upon our claim settlement procedures, *we* will prorate *our share* based on the provisions of this *policy*, including the *limit of insurance*, to the reasonable *limit of insurance* per acre. If *you* have other insurance covering *damage* caused by *insured perils* other than direct *damage* from the insured perils specified in this *policy*, *we* will pay only for the amount of *loss* in excess of the amount due from all other insurance, whether *you* can collect on it or not and in no event will *we* will pay more than the applicable *limit of insurance* as stated in *your Summary of Coverage*.

#### **XIX. Subrogation**

- A. *We* may require from *you* an assignment of all rights of recovery against any party for *loss* to the extent that *you* have been indemnified by *us*.
- B. Because *you* may be able to recover all or part of *your loss* from someone other than *us*, *you* must do all *you* can to preserve any such rights. All recoveries will be used to reduce the *loss* due to *you* or paid to *you* under this *policy*. If *we* pay *you* for *your loss*, *your* right of recovery belongs to *us*. If *we* recover more than *we* paid *you* plus *our* expenses, the excess will be paid to *you*.

#### **XX. Conformity of Statutes**

If any terms of this *policy* conflict with the laws of the state in which the insured crop is located, the conflicting terms will be construed so as to conform to such laws.

#### **XXI. Death of Insured**

In the event of *your* death, the *policy* will terminate as of the date of death. If such event occurs after *coverage* is in force for the *crop year*, the *policy* will continue in force for the benefit of *your* spouse, estate or legal representative through the *crop year* and terminate at the end of the *insurance period*. Any *indemnity* will be paid to *your* estate, or the person or persons determined to be legally entitled to the *indemnity*. Any premium owed *us* shall become the responsibility of the succeeding entity.

**XXII. Abandonment of Crop**

Without *our* written *consent*, if *you* fail to provide sufficient care and management to enable the insured crop to achieve its maximum agronomic production, or fail to harvest the insured crop in a timely manner, any *claim you* make under this *policy* for that insured crop will be denied.

**XXIII. Assignment of Interest**

*You* may not assign any of your interest in this *policy* without *our* prior written *consent*, and then only on a form approved by *us*. *You* may not make more than one assignment per *county* per year of *your* interest in each of *your* insured crops located in that *county*.

**XXIV. Assignment of Indemnity**

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

**XXV. Entire Agreement, Waiver or Change of Policy Provisions**

*You* and *we* agree this *policy*, including all *endorsements*, constitutes *the entire* agreement between *you* and *us*. Any waiver or change of any provision of this *policy* must be in writing and approved by *us*. *Our* request for an appraisal or examination under oath will not waive any of *our* rights.

# Crop Delivery Contract Policy of Insurance

## CORN MANDATORY ENDORSEMENT

APPLICABLE TO THE FOLLOWING STATES: AR, IA, IL, IN, KS, MN, MO, NE, OH, SD, WI

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of *your* Crop Delivery Contract Policy of Insurance.

### Endorsement Terms and Conditions

With respect to your insured crop in any county in any state, *your policy* is amended as follows:

**I Insured Crop, Acreage, Share and Value Insured.** Section VII A of the General Provisions of *your* policy is deleted in its entirety and the following is inserted in its place:

A. *Your* insured crop for each *crop year* will be all corn acres intended for grain as stated in *your Summary of Coverage* for this *policy*:

1. in which *you* have a share at the time of *loss*; and
2. that is actually grown on acres identified in *your MPCI Summary(ies) of Coverage*; and
3. that is insured by *us* under a *MPCI* policy(ies) for the same *crop year* as this *policy*.

# Crop Delivery Contract Policy of Insurance

## SOYBEAN MANDATORY ENDORSEMENT

APPLICABLE TO THE FOLLOWING STATES: AR, IA, IL, IN, KS, MN, MO, NE, OH, SD, WI

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of *your* Crop Delivery Contract Policy of Insurance.

### Endorsement Terms and Conditions

With respect to your insured crop in any county in any state, *your policy* is amended as follows:

- I Insured Crop, Acreage, Share and Value Insured.** Section VII A of the General Provisions of *your* policy is deleted in its entirety and the following is inserted in its place:
- A. *Your* insured crop for each *crop year* will be all soybean acres intended for grain as stated in *your Summary of Coverage* for this *policy*:
1. in which *you* have a share at the time of *loss*; and
  2. that is actually grown on acres identified in *your MPC I Summary(ies) of Coverage*; and
  3. that is insured by *us* under a *MPC I* policy(ies) for the same *crop year* as this *policy(ies)*.

# Crop Delivery Contract Policy of Insurance

## ARKANSAS MANDATORY ENDORSEMENT

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of your JDRP Crop Delivery Contract Policy; and all italicized and underlined words in this *endorsement* are defined terms having the meaning provided in this *endorsement*.

### Endorsement Terms and Conditions

With respect to all *your* insured crop(s) in any *county* in the State of Arkansas, *your* policy is amended as follows:

- I. **Life of Policy.** Section II C of the General Provisions of *your policy* is deleted in its entirety and the following inserted in its place:
- C. Unless this *policy* is canceled or terminated as provided in Section III, in which case *coverage* expires as of the date of cancellation or termination, as to each insured crop *coverage* expires each *crop year* on each acre of the insured crop upon the earliest of:
1. The date harvest is completed;
  2. The date the crop is abandoned;
  3. The date the entire insured crop is destroyed as determined by *us*; or
  4. The calendar dates indicated below for the specified insured crop(s) unless other dates are specifically provided for in any other applicable *endorsement*, in which case the other dates shall be applied to determine expiration of *coverage* under this Section:

<u>Crop</u>	<u>Date Coverage Expires</u>
Corn	December 10
Soybeans	December 10

*We* will not be liable for any *loss* to any insured crop after the date *coverage* expires as specified in this *policy*.

- II. **Cancellation of Insurance.** Section III of the General Provisions of *your policy* is amended as follows:

Section III.B is deleted in its entirety and the following is inserted in its place:

- (b) *We* may cancel all or any part of the *coverage* provided by *us* under this policy at any time by notifying *you* in writing at least 20 days before the effective date and hour cancellation takes effect. However, *we* may cancel upon 10 days written notice to *you* in the case of non-payment. Notices of cancellation may be delivered or mailed to *you* at *your* mailing address shown on *your* Summary of Coverage. All notices of cancellation shall include a specific explanation of the reason or reasons for cancellation. Proof of mailing will be sufficient proof of notice.

After the insurance has been in effect for 60 days, *we* may cancel all or any part of the *coverage* provided by *us* under this policy during the coverage period only for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation made by or with the knowledge of *you* in obtaining this policy, continuing the policy, or in presenting a claim under this policy;
3. occurrence of a material change in the risk, which substantially increases any hazard, insured against after policy issuance.
4. violation of any local fire, health, safety, building or construction regulation or ordinances with respect to any insured property or occupancy of the property, which substantially increases any

- hazard insured against under this policy;
5. nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing this policy require payment as a condition of the issuance and maintenance of the policy; or
  6. material violation of a material provision of this policy.

If *we* cancel all or any part of this policy, *we* will return no more than the prorated unused share of the premium paid for the amount of coverage per acre on the portion canceled. The cancellation will be effective at the time stated in such notice without regard to whether *we* have made or offered such return at that time.

IV. **Failure of Parties to Agree.** Section XIII of the General Provisions of *your* policy is amended as follows:

Section XIII.A is deleted in its entirety and the following is inserted in its place:

- A. In case of *damage* to an insured crop and failure of *you* and *us* to agree as to the *loss*, and the insured crop remains intact or representative samples have been left as prescribed in Section X.A and the insured crop or samples have not been subject to additional *damage* as determined by *us*, then either *you* or *we* can demand in writing that the *loss* be set by appraisal. If the other party agrees to this demand, the appraisal process outlined in this Section shall be used to determine the *loss*. Once agreement is reached to invoke this Section, then:
1. each party must notify the other within 10 calendar days of their selection of a competent, impartial appraiser. For the purposes of this provision, a competent, impartial appraiser will be an individual with at least 10 years' experience in the adjustment of crop *losses*. *Our* selected appraiser can be the *loss* adjuster who originally adjusted the claim if he/she otherwise meets the qualifications outlined.
  2. the appraisers, by mutual agreement, shall select a competent, impartial umpire with a minimum of five years' experience in the adjustment of crop *losses*. If the appraisers cannot mutually agree on the selection of an umpire within 10 calendar days, *you* or *we* may petition a judge of a court of record in the state in which the crop *loss* occurred for selection of an umpire.
  3. upon selection of the umpire, the appraisers shall appraise the *damage* and set the *loss*. Agreement between the appraisers as to the *loss* shall be so documented and verified in writing. The agreement will be non-binding and voluntary.
  4. should the appraisers fail to agree upon the *loss*, each shall submit a written report of their finding to the umpire upon which written agreement by any two of these three will set the *loss*. This written report of an agreement will be non-binding and voluntary.
  5. no *loss* determined by such an appraisal may result in an *indemnity* that exceeds the *limit of insurance*.
  6. should one of the parties (*you* or *us*) fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the amount of *loss* in writing. His written report will be non-binding and voluntary.
  7. once the amount of *loss* is put in writing by these procedures, the appraisal may be entered in any court of competent jurisdiction as a judgment. The judgment will be non-binding and voluntary.
  8. each party will pay the expenses of their selected appraiser. The expenses of the umpire and costs of the appraisal will be paid by both parties equally.
  9. *we* will not be held to have waived any rights by any act relating to the appraisal.

Section XIII.C is deleted in its entirety and the following is inserted in its place:

- C. Unless binding arbitration is prohibited by law in the state in which the insured crop is located, neither *you* nor *we* may file a lawsuit or take any other similar legal action against the other based on any dispute arising out of or relating to this policy or any *damage* to an insured crop except as provided in the arbitration provision above or Section XIII.D. Any action taken to enforce an arbitration decision must be taken within one year of the date of the decision. If this policy is issued with respect to an insured crop located in a state which prohibits binding arbitration, *you* cannot bring suit against *us* unless *you* have complied with all of the policy provisions. If *you* do file suit against *us* based on any action by *us* in regard to this policy, *you* must do so within five (5) years of such action. If insurance did *attach* under

this policy, then any suit must be filed within five (5) years following the end of the *insurance period* in which the controversy arose or the final settlement or denial of *your* claim, whichever is later. No court judgment may exceed the *limit of insurance*.

# INSURANCE POLICY

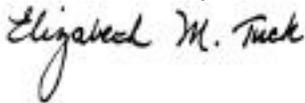
**THIS POLICY HAS BEEN ESPECIALLY DESIGNED FOR**

**BY AND THROUGH  
The Insurance Company  
of the State of Pennsylvania  
2704 Commerce Dr. Suite B, Harrisburg, PA 17110**

a Capital Stock Company

By signing below, the President and the Secretary of The Insurance Company of the State of Pennsylvania agree on behalf of The Insurance Company of the State of Pennsylvania to all the terms of this Policy. This Policy shall not be valid unless signed at the time of issuance by an authorized representative of The Insurance Company of the State of Pennsylvania, either below or on the Declarations page of the Policy.

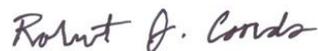
*Elizabeth M. Tuck*  
**Secretary**



*John Q. Doyle*  
**President**



*Robert J. Coords*  
**Authorized Representative**



**ADMINISTERED BY MANAGING GENERAL AGENT  
JOHN DEERE RISK PROTECTION, INC.  
6400 N.W. 86th Street, P.O. Box 6680, Johnston, Iowa 50131-6680  
1-866-404-9057**



SERFF Tracking Number: AGNY-125958917 State: Arkansas  
Filing Company: The Insurance Company of the State of Pennsylvania State Tracking Number: #1476890 \$50  
Company Tracking Number: CS-09-DELIVERY CONTRACT  
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only  
Product Name: 2009 Arkansas Delivery Contract Form Filing  
Project Name/Number: Crop - Supplement/DC-09-03-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/31/2008

**Comments:**

**Attachment:**

AR Forms Transmittal.pdf

**Satisfied -Name:** ISOP Authorization Letter **Review Status:** Approved 12/31/2008

**Comments:**

**Attachment:**

ISOP Authorization Letter.pdf

## Property & Casualty Transmittal Document

<p><b>1. Reserved for Insurance Dept. Use Only</b></p>	<p><b>2. Insurance Department Use only</b></p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	The Insurance Company of the State of Pennsylvania	Pennsylvania	19429	13-5540698	

<b>5. Company Tracking Number</b>	DC-09-03-F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	John Sheeley 6400 NW 86 <sup>th</sup> Street PO Box 6680 Johnston, IA 50131-6680	Compliance Manager	866-404-9061 Extension, 73499	888-777-2564	sheeleyjohn@johndere.com

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

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

9.	Type of Insurance (TOI)	Crop
10.	Sub-Type of Insurance (Sub-TOI)	Crop-Supplement
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Private Product Insurance
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" 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: January 5, 2009    Renewal:
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	

<b>18.</b>	<b>Company's Date of Filing</b>	December 23, 2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

PC TD-1 pg 1 of 2

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	DC-09-03-F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
Attention: Property & Casualty Division  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

RE: The Insurance Company of the State of Pennsylvania (ISOP) NAIC# 19429 FEIN 13-5540698  
2009 Crop Delivery Contract Form Filing  
Our File Number: DC-09-03-F

Dear Ms. Bowman:

Attached for your review and approval is our 2009 Crop Delivery Contract form filing.

The following items are included in this filing:

Filing fee in separate mailing  
Arkansas transmittals  
ISOP authorized representative statement  
Final forms

Our proposed effective date is January 5, 2009 or upon your approval.

If you have any questions or concerns, feel free to contact me at our office, toll free 866-404-9061, extension 73351.

Sincerely,

Greg Livingston  
Insurance Specialist  
[livingstongreg@johndeere.com](mailto:livingstongreg@johndeere.com)

**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 #: 14766890 sent in mailing 12/23/08: SERFF #AGNY-125958917**  
**Amount: \$50.00**

**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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	DC-09-03-F
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Policy Jacket	2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Crop Delivery Contract Policy of Insurance	05-01-00-0004-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Corn Mandatory Endorsement	05-03-00-0003-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Soybean Mandatory Endorsement	05-03-00-0004-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Arkansas Mandatory Endorsement	04-06-03-0014-2009	<input checked="" 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





**The Insurance Company of the  
State of Pennsylvania**  
**Executive Office**  
70 Pine Street  
New York, NY 10270  
212.770.7000

212.770.\_\_\_\_\_ (Direct Dial)

December 9, 2008

Re: JOHN DEERE RISK PROTECTION, INC.: AUTHORIZED REPRESENTATIVE OF  
THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

To Whom It May Concern:

The purpose of this letter is to inform the respective Departments of Insurance in the States of Alabama, Arizona, Arkansas, California\*, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin and Wyoming that John Deere Risk Protection, Inc. is a duly authorized representative of The Insurance Company of the State of Pennsylvania for the purpose of filing crop hail rates and forms and other crop-related insurance policy rates and forms for the 2009 crop year and executing all related documents, including those certifying compliance with state regulations, in support of those filings. Such authority was granted John Deere Risk Protection, Inc. in a duly executed Managing General Agency Agreement between The Insurance Company of the State of Pennsylvania and John Deere Risk Protection, Inc.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Dangelo".

Charles H. Dangelo  
Senior Vice President

\*John Deere Risk Protection, Inc. does business as JDRP Crop Insurance Services in the State of California.

**AIG**

A Member Company of  
American International Group, Inc.