

<i>SERFF Tracking Number:</i>	<i>PRAG-125519513</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Producers Agriculture Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>PROAG2008AR-02</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1000 Crop-Hail Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>2008 Crop Hail Forms</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Producers Agriculture Insurance Company

Product Name: 2008 Crop Hail Forms

SERFF Tr Num: PRAG-125519513 State: Arkansas

TOI: 02.1 Crop

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 02.1000 Crop-Hail Sub-TOI Combinations

Co Tr Num: PROAG2008AR-02

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Authors: Sue Sandlin, Mark Lesperance

Disposition Date: 03/10/2008

Date Submitted: 03/03/2008

Disposition Status: Approved

Effective Date Requested (New): 03/03/2008

Effective Date (New): 03/03/2008

Effective Date Requested (Renewal): 03/03/2008

Effective Date (Renewal): 03/03/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/10/2008

State Status Changed: 03/10/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

With this filing we are revising our previously filed and approved special provisions to include limited continuous coverage. All other forms remain as previously filed.

Company and Contact

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Filing Contact Information

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Filing Company Information

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CoCode: 34312
 Group Code: 3382
 Group Name: PAIG
 FEIN Number: 81-0368291

State of Domicile: Texas
 Company Type: Property/Casualty
 State ID Number:

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Producers Agriculture Insurance Company	\$50.00	03/03/2008	18277668

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/10/2008	03/10/2008

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Disposition

Disposition Date: 03/10/2008

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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
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	special provisions	PROAG 603AR	1/2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PROAG 603AR Previous Filing #: PROAG2007AR-01		603AR-2008 Spec Prov.pdf

SPECIAL PROVISIONS

Arkansas

1. PERILS INSURED AGAINST.

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

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

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

Fire and Lightning coverage does not extend to cotton modules.

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

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

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

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

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

d. *Fire Department Service Charge*

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

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

e. *Wind with hail - Tobacco only*

We cover loss of unharvested tobacco caused by wind when hail destroys 5% or more of the crop during the same occurrence.

Wind loss will be interpreted to mean injury to the plant above ground only by the breaking off of stalks or removal of leaves or any portion thereof by wind. All other loss or damage, including but not limited to damage as a result of tobacco blown down by wind or fallen over from any cause, is not covered.

f. *Vandalism and Malicious Mischief*

We cover loss by willful and malicious damage to, or destruction of, growing farm field crops. We shall not be liable for any destruction or damage that is not in excess of \$100 per occurrence. Once the destruction or damage exceeds \$100, we shall be liable for the entire amount of destruction or damage, not to exceed the amount specified in the declarations nor the actual cash value. This coverage expires at 12:01 or December 15 of the current crop season.

g. *Theft (Harvested Stored Grain Coverage Only)*

We cover loss due to theft or dishonesty not caused by you any member of your household, your tenants, or employees. This peril only applies to Harvest Stored Grain coverage specified in section 7 of these provisions.

2. CATASTROPHE LOSS AWARD.

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

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

3. CANNING BEANS AND CANNING PEAS.

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

4. CORN AND SORGHUM SEED PRODUCTION.

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

5. HAY, FORAGE AND GRASS CROPS.

- a. For hay, forage or other crops harvested more than once each growing season, the limit of insurance per acre provided for each cutting or harvest will be determined by dividing the total insurance per acre by the number of cuttings or harvests.
- b. If your Schedule of Insurance specifies a limit of insurance per acre for each cutting or harvest, Section (a) will not apply.
- c. When hay and grass crops grown for seed are insured:

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

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

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

(1) the percent of loss sustained to the original crop less any applicable deductible; or

(2) the insured's actual expense of replanting each acre to a like or substitute crop, not to exceed 20% of the insurance applying to each replanted acre.

- b. When any acre of soybean crop has been damaged by hail to the extent that replanting is necessary and you choose to replant to the same crop, you may at the time the loss is adjusted, select one of the following two options to apply to your claim.

i. We will reimburse you for your actual expenses of replanting not to exceed 20% of the insurance applying to each acre of crop replanted, plus any percentage of loss due to delay in replanting according to the tables, if any, published in the National Crop Insurance Services soybean loss adjustment procedures, less any applicable deductible. The late planting allowance will be subtracted from the amount of insurance per acre applying to each acre of crop insured and the balance of the insurance per acre will continue on the replacement crop. No Excess Over Loss or Deductible provision will apply to the replant award.

OR

- ii. We will apply the total insurance per acre to the first insured soybean crop planted. The loss payment shall be the amount of insurance per acre applying, multiplied by the agreed percentage of loss, less any deductible. Insurance not used from the loss on the first planted soybean crop shall carryover to the second planted crop, provided the second

planted crop is soybeans.

Once a damaged crop has been replanted or interplanted, the company shall not be liable for any subsequent loss on such prior original crop.

- c. The limit of insurance will be reduced by any payment determined in provision 8.b. but will not be reduced by any payment determined in provision 8.a. The insurance will continue on the replanted crop if of like kind. If not of like kind, the insurance will transfer to the substitute crop at the appropriate premium upon approval by us. No Excess Over Loss or Deductible Provision will apply to the expense of replanting.

- d. 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. HARVESTED STORED GRAIN (Corn, Soybeans, Rice and Wheat Only)

After the crop(s) is harvested, we cover direct physical loss due to an insured peril for harvested grain, stored either on the farm or away from the insured location.

Approved farm storage shall consist of a permanent structure built specifically for storage of grain and located either on or off the farm. Grain stored in elevators or any other type of commercial storage is excluded.

Each claim for loss or damage shall be adjusted separately and the sum of \$100 shall be deducted per occurrence.

This coverage is excess over any other valid and collectible insurance. However, we will only cover such amount of your loss, after application of coinsurance, as may exceed the amount due you from other insurance, not to exceed the applicable amount of insurance

Coverage takes effect at the time and date of the crop hail application. Coverage expires upon application for insurance with another company or September 1 of the following crop season whichever is earlier.

The limit of liability for this coverage is the limit set forth in the Schedule of Insurance less any prior claim payments made under the crop hail policy or endorsements thereto, whichever is less. In no event shall the company be liable for more than the amount of insurance for a specific crop as set forth in the Schedule of Insurance. Additionally, if the cash value of the crop is less than the available amount of insurance when such loss occurs, then the cash value figure will be used in the settlement of loss.

All losses will be settled using the actual cash value of the insured grain at the time of loss. The actual cash value is determined as the highest closing local market cash price of the insured grain with ten (10) days following the day of loss. In no event, shall the company be liable for more than the amount of insurance for a

specific crop as set forth in the Schedule of Insurance, irrespective of the actual cash value of the crop.

The insureds, their agents, employees or assigns, shall undertake reasonable care and measure to salvage grain after loss, including safeguarding of undamaged grain to minimize further grain loss. In consideration thereof, the company will pay actual labor and other necessary cost incurred in an amount not to exceed \$0.15 per bushel and not to exceed five percent of the limit of insurance applicable to the type of crop for which loss is claimed. The company shall be entitled to a credit for any grain salvaged.

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

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

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

9. ZONES. (Missouri)

Whenever referred to in this policy, zones will be defined as follows:

Zone 1 - Counties of:

Dunklin	Pemiscot
Mississippi	Scott
New Madrid	Stoddard

Zone 2 - All other counties

10. EXPIRATION OF INSURANCE.

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

Hail coverage:	Fire, Lightning and Transit coverage:
Arkansas and Missouri Zone 1	
Barley, oats, rye and wheat July 20 July 20	

Missouri Zone 2	
Barley, oats, rye and wheat August 1 August 1	

Arkansas and Missouri			
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	

11. TERM OF POLICY.

This policy shall be in effect for subsequent growing seasons once coverage first attaches. However, you are required to furnish us with a revised schedule of insurance at the beginning of each growing season.

If you do not furnish us with this revised schedule of insurance for the current growing season prior to 12:01 a.m. June 1st (the "suspension date"), your insurance will be suspended.

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

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

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

Additionally, during this period of extension we will also cover any crop not grown during the previous growing season that you substitute in part or in full for the acreage of a crop insured the previous growing season. The amount of insurance on this substitute crop will not exceed 50% of the limit of insurance per acre of the previously insured crop it replaces. In no event shall the limit of insurance per acre exceed the current year's maximum coverage per acre for that crop as communicated to the agent by our office, multiplied by the insured's interest in the crop.

The coverage provided under this section has no effect on the Expiration of Coverage for the crops shown on your current Schedule of Insurance.

If you apply for Crop Hail insurance with another Company prior to the suspension date of this policy, the coverage provided under this section shall automatically terminate.

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

If you sustain a loss during this period of extension, you are required to provide us with a revised Schedule of Insurance for the current growing season prior to our settlement of the loss. The amount of loss paid, will reduce the coverage available for any subsequent losses occurring that same growing season.

We reserve the right to underwrite your account prior to the suspension date. If it is determined that you no longer meet our underwriting standards your account will be non-renewed. Notice of non-renewal will be mailed to you at least 60 days prior to the suspension date. Proof of mailing to you at the address shown on your current policy shall be sufficient proof of notice.

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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Rate Information

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Supporting Document Schedules

Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	03/10/2008
Bypass Reason:	part of SERFF filing			
Comments:				