

SERFF Tracking Number: AGNY-125953046 State: Arkansas  
 Filing Company: The Insurance Company of the State of Pennsylvania State Tracking Number: #? \$50  
 Company Tracking Number: CH-09-03-F  
 TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only  
 Product Name: 2009 Arkansas Crop-Hail Form Filing  
 Project Name/Number: Crop-Hail Insurance /CH -09-03-F

## Filing at a Glance

Company: The Insurance Company of the State of Pennsylvania

Product Name: 2009 Arkansas Crop-Hail Form SERFF Tr Num: AGNY-125953046 State: Arkansas

Filing

TOI: 02.1 Crop

SERFF Status: Closed

State Tr Num: #? \$50

Sub-TOI: 02.1001 Crop-Hail Non-Federally

Co Tr Num: CH-09-03-F

State Status: Fees verified

Reinsured Only

Filing Type: Form

Co Status:

Reviewer(s): Llyweyia Rawlins,  
Brittania Yielding

Author: Greg Livingston

Disposition Date: 01/09/2009

Date Submitted: 01/06/2009

Disposition Status: Approved

Effective Date Requested (New): 01/09/2009

Effective Date (New): 01/09/2009

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Crop-Hail Insurance

Status of Filing in Domicile: Not Filed

Project Number: CH -09-03-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/09/2009

State Status Changed: 01/07/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

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

2009 Crop-Hail Form Filing

Our File Number: CH-09-03-F

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Dear Director:

Enclosed for your review and approval is our 2009 Crop-Hail form filing.

The following items are included in this filing:

Arkansas transmittals  
ISOP authorized representative statement  
Final forms

Our proposed effective date is January 9, 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, 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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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/09/2009	01/09/2009



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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	JDRProtector Policy	Approved	Yes
<b>Form</b>	Policy Jacket	Approved	Yes
<b>Form</b>	Summary of Coverage	Approved	Yes
<b>Form</b>	Dollar deductible Endorsement	Approved	Yes
<b>Form</b>	Production Plan Endorsement - 105% APH	Approved	Yes
<b>Form</b>	Production Plan Endorsement - 110% APH	Approved	Yes
<b>Form</b>	Tree Fruit Endorsement	Approved	Yes
<b>Form</b>	Arkansas Mandatory Endorsement	Approved	Yes
<b>Form</b>	Mandatory Cotton Endorsement	Approved	Yes
<b>Form</b>	Companion Plan Endorsement	Approved	Yes
<b>Form</b>	Storeguard Endorsement	Approved	Yes
<b>Form</b>	Small Grains Special Endorsement	Approved	Yes
<b>Form</b>	Cotton Wind Endorsement	Approved	Yes
<b>Form</b>	Cotton Module Cover Endorsement	Approved	Yes
<b>Form</b>	Mandatory Endorsement	Approved	Yes
<b>Form</b>	Schedule of Insurance	Approved	Yes
<b>Form</b>	Optional Wind Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	JDRProtector Policy	01-01-00-0001-09	2009	Policy/CoveNew rage Form			L00218.pdf
Approved	Policy Jacket	01-05-00-0001-2009	2009	Policy/CoveNew rage Form			ISOP Policy Cover-dec08-v3.pdf
Approved	Summary of Coverage		2009	Declaration New s/Schedule			summaryofc overage.pdf
Approved	Dollar deductible Endorsement	01-03-00-0001-2009	2009	Endorseme New nt/Amendm ent/Condi tions			L00217.pdf
Approved	Production Plan Endorsement - 105% APH	01-03-00-0004-2009	2009	Endorseme New nt/Amendm ent/Condi tions			L00249.pdf
Approved	Production Plan Endorsement - 110% APH	01-03-00-0002-2009	2009	Endorseme New nt/Amendm ent/Condi tions			L00251.pdf
Approved	Tree Fruit Endorsement	01-06-00-0029-2007	2007	Endorseme New nt/Amendm ent/Condi tions			L00109.pdf
Approved	Arkansas Mandatory Endorsement	01-06-03-0010-2007	2007	Endorseme New nt/Amendm ent/Condi tions			L00116.pdf
Approved	Mandatory Cotton Endorsement	01-06-00-0028-2009	2009	Endorseme New nt/Amendm ent/Condi tions			L00225.pdf

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Approved	Companion Plan Endorsement	01-03-00- 0003-2004	2004	Endorseme New nt/Amendm ent/Condi tions	I00008.pdf
Approved	Storeguard Endorsement	01-06-00- 0031-2007	2007	Endorseme New nt/Amendm ent/Condi tions	L00102.pdf
Approved	Small Grains Special Endorsement	01-03-00- 0013-2006	2006	Endorseme New nt/Amendm ent/Condi tions	L00053.pdf
Approved	Cotton Wind Endorsement	01-03-00- 0017-2007	2007	Endorseme New nt/Amendm ent/Condi tions	L00112.pdf
Approved	Cotton Module Cover Endorsement	01-03-00- 0018-2009	2009	Endorseme New nt/Amendm ent/Condi tions	L00224.pdf
Approved	Mandatory Endorsement	01-06-00- 0067-2009	2009	Endorseme New nt/Amendm ent/Condi tions	L00239.pdf
Approved	Schedule of Insurance	JDRPSAP 2008 E0108	2008	Declaration New s/Schedule	scheduleofin surance.pdf
Approved	Optional Wind Endorsement	01-03-03- 0023-2009	2009	Endorseme New nt/Amendm ent/Condi tions	L00219.pdf



# JDRProtector CROP HAIL INSURANCE POLICY

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 and vice versa. All words written in italics are terms defined above (i.e., *you*, *we*) or in Section I of the General Provisions. Unless otherwise specifically provided, whenever this *policy* calls for the provision of written notice to *you*, such notice may be delivered or mailed to *you* at *your* last mailing address on file with *us*. Proof of mailing or other delivery by *us* shall be sufficient proof of notice to *you*.

## WARNING

Any person who knowingly, with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony and subject to prosecution of such crime.

## 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 in a safe place where *you* keep *your* other valuable documents.

## QUICK REFERENCE

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

## GENERAL PROVISIONS

**Agreement to Insure:** We will provide you the insurance described in this policy for 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

**amendment** - a MPCCI Acreage Report or other form requesting a change in your coverage under this policy signed by you and incorporated by us into your Summary of Coverage

**Application** - a form properly completed, dated and signed by you and submitted to us that provides all information we require to initially underwrite and issue this policy, or to change the insured crop(s) or limit of insurance per acre while this policy remains in effect

**attach** - to become effective

**calendar year** - a continuous 12-month period beginning January 1

**coarse grains** - corn grown for grain rather than seed, grain sorghum, and soybeans

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

**county** - any county, parish or other political subdivision of a state, including that portion of a field located primarily in a single county but extending into an adjoining county if the county boundary is not readily discernible

**coverage** - the insurance provided by this policy against loss caused by 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 hail 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

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

**damage** - injury to or deterioration of an insured crop; to constitute a loss, 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

**hail** - precipitation in the form of transparent or partially opaque balls or irregular lumps of concentric ice; it does not include snow, sleet and frozen or partly frozen rain.

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

**insured crop** - the crop and practice in the county for which coverage is available under this policy and that which is shown on your Summary of Coverage

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

**insurance period** - the period of time each crop year in which coverage is in effect; it begins the date coverage attaches and ends the date coverage expires

**limit of insurance** - the total indemnity that would be paid to you, less any applicable deductible, if your insured crop was a total loss

**loss** - the percentage of any damage to an insured crop caused by an insured peril, as determined by our loss adjustment procedures

**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

**Multiple Peril Crop Insurance (MPCI)** - a form of federal crop insurance reinsured by the Federal Crop Insurance Corporation

**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)

**replant** - performing the cultural practices necessary to prepare the land to replace the damaged or destroyed insured crop and then replacing and caring for the seed or plants of the damaged or destroyed insured crop on the insured acreage using good farming practices

**representative sample** - Portions of the insured crop that must remain in the field for examination and review by our loss adjuster when making a crop appraisal, as specified in Section IX F. In certain instances, we may allow you to harvest the insured crop and require only that sample of the insured crop be left in the field

**share** - the portion of an insured crop owned by you, whether or not one or more other persons own a portion of an insured crop in common with you, as an investor, owner, operator, tenant or otherwise at the time of loss. Your share may never be more than the percentage of your interest in the insured crop reported on your Application

**small grains** - crops including wheat, barley, oats, rye and flax  
**Summary of Coverage** - the most current list of insured crops, locations, amounts of coverage and other information obtained from your most recent accepted Application with respect to each insured crop, and any applicable amendments

### II. Life of Policy

A. This is a continuous policy. This policy becomes effective with respect to each insured crop at 12:01 a.m. on the day following the day you and our licensed and authorized agent sign your Application for that insured crop. This

*policy* remains in effect until canceled in writing by *you* or by *us*, or automatically terminated in accordance with Section III. The *policy* being in effect and *coverage* being in force are not the same; *coverage* is in force for an *insured crop* from the date *coverage attaches* for that crop to the date *coverage* expires for that crop.

B. For each *insured crop*, *coverage attaches* at the time the *insured crop* is clearly visible above the ground except as follows:

1. No *coverage attaches* prior to 12:01 a.m. on the day following the day *you* and *our* licensed and authorized agent sign *your Application* for that crop;
2. For crops that have a dormancy period, no *coverage attaches* until the crop comes out of dormancy; and
3. As may be otherwise specified in Section XII of this *policy* or any *endorsements* (which may specify a waiting period after emergence and prior to the date *coverage attaches*).

We will not be liable for any *loss* to any *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 each *crop year* on each acre of the *insured crop* upon the earliest of:

1. The date harvest is completed, except that if the *insured crop* is a *small grain*, rice, dry beans or buckwheat, such *insured crop* will be covered in the windrow, bundle or shock for fifteen (15) days after such *insured crop* is cut;
2. The date the crop is abandoned; or
3. 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* for the amount of *coverage* *you* cancel. All premium for this *policy* is earned 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 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.

C. If no *coverage* is in effect or if no premium is earned on this *policy* for three (3) consecutive *crop years*, this *policy* will terminate automatically without any requirements of

notice on December 31 of the year which is the third consecutive year in which *your Summary of Coverage* does not include any *insured crop*, or no premium is earned for this *policy*.

D. In the absence of a written notice to cancel by *you* or by *us* or automatic cancellation without notice, in accordance with Section III, this *policy* will remain in force for the current *crop year* and for each succeeding *crop year*.

### IV. Insured Perils

A. This *policy* provides *coverage* against unavoidable *loss* to *your insured crop* resulting from any of the following causes of *damage* occurring during the *insurance period*:

1. *Damage* that occurs as the direct result of *hail* striking the *insured crop*;
2. *Damage* that occurs as a direct result of a fire or lightning strike where such a fire or lightning strike originates on *your insured crop* acreage and it occurs only:
  - a. before harvest begins; or
  - b. during harvest; and
    - i. while the *insured crop* is in a harvester or other *mobile equipment*;
      1. owned or leased by *you*, and
      2. under *your* direct care, custody and control, and
      3. during or while awaiting timely delivery from the field to the first place of storage or processing.

Fire or lightning *damage* includes fire or lightning *damage* to *insured crops* planted in *small grain* crop, stubble, or residue;

Fire or lightning *coverage* does not extend to cotton modules once the module builder is removed from the cotton module.

3. Transit accident while the harvested *insured crop* is in a harvester or other *mobile equipment* owned or leased by *you* and under *your* direct care, custody and control while being transported from the field to the first place of storage or processing. "Transit accident" as used in this Section IV includes *damage* caused by wind storm, collision, overturn and collapse of bridges, docks or culverts. *Losses* from a transit accident are limited to the amount of the *insured crop* *you* are unable to recover using prudent salvage methods, but include the reasonable expenses *you* incur in such salvage recovery;

4. Vandalism and malicious mischief to the *insured crop* before and during harvest and while the *insured crop* is in a harvester or other *mobile equipment* owned or leased by *you* and under *your* direct care, custody and control, during or while awaiting timely delivery from the field to the first place of storage or processing, and which is promptly reported to a local law enforcement official. No such *damage* will constitute *loss* unless *you* provide a copy of such timely complaint with *your crop hail worksheet*, and then only to the extent that such *damage* is in excess of any other valid and collectible insurance; and

- 5. Fire department service charge not to exceed \$500.00 incurred by *you* when the fire department is called to save or protect *your insured crop* before or during harvest.
- B. No deductible will apply to *loss* caused by fire, lightning, transit accident, vandalism or fire department service charges. In no event shall the *indemnity* resulting from an *insured peril* exceed the lesser of the *limit of insurance* or *your* ultimate net *loss* sustained from *insured perils* with the exception of fire department service charges.

**V. Exclusions**

No insurance is provided under this *policy* for any *damage* to an *insured crop*:

- A. from any peril not insured against, even though the *damage* may have occurred in conjunction with and been secondary *damage* from an *insured peril*;
- B. caused by wind, snow, sleet, freezing rain, rain, earthquake, flood, mud slide, soil erosion, volcanic eruption, sinkhole collapse, heat, drought, freeze, plant disease (specifically including, but not limited to, any disease that is secondary to, or the onset of which is facilitated by *damage* caused by hail striking the *insured crop*), pests or infestations of any kind, unless otherwise specifically provided in an *endorsement* to this *policy* for which additional premium is charged;
- C. which is indirect or consequential *damage* including, but not limited to, disease (including, but not limited to, fungus, mold and blight), insect infestation or *loss* of markets;
- D. caused by domestic animals or wildlife;
- E. 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;
- F. resulting from or increased by:
  - 1. interference with efforts to minimize *damage* by any person at the location of the *insured crop*;
  - 2. suspension, lapse, cancellation or penalty associated with any lease, license, contract or order;
  - 3. *damage* to, disappearance or destruction of, or *loss* of use of any tangible property other than the *insured crop*;
  - 4. 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
  - 5. failure to follow cultural and/or management practices normal in the area of the *insured crop*.
- G. after the *insured crop* has been sold to any person or entity other than *you* even though the *insured crop* remains on the location listed on *your Summary of Coverage* except as otherwise expressly provided in Section XIII;
- H. caused by any motor vehicle or *mobile equipment* including, but not limited, to harvesters or other *mobile equipment* used in the management and care of the *insured crop*, except as otherwise expressly provided in Section IV;

- I. that is otherwise recoverable by harvesting equipment including, but not limited to, *damage* resulting from failure to harvest;
- J. caused to the vegetative or flowering portion of the plant, tree or shrub, except as otherwise expressly provided in Section IV;
- K. 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;
- L. caused, directly or indirectly, by war, civil disorder, riot, insurrection or political or civil protest;
- M. 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:
  - 1. being transported or towed by, handled or handled for movement into, onto or from any *mobile equipment* transporting the *insured crop*;
  - 2. otherwise in the course of transit by or on behalf of the *insured*; or
  - 3. being stored, disposed of, treated or processed in or upon any *mobile equipment* transporting the *insured crop*.
- N. directly or indirectly resulting from or caused or increased by the susceptibility of the *insured crop* because it is a genetically modified organism, or because it is exposed to any genetically modified organism
- O. 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*.

**VI. Insured Crop, Acreage, Share and Value Insured**

- A. *Your insured crop* for each *crop year* will be each crop which is:
  - 1. the first crop of that type planted, or that same type of crop *replanted* in the same location following uninsured *damage* to the crop initially planted;
  - 2. of a type or variety approved by *us* as insurable;
  - 3. a crop in which *you* have a *share* at the time of *loss*, as reported by *you* or as determined by *us*, whichever *we* elect;
  - 4. actually planted on acres identified in *your Summary of Coverage*, and which:
    - a. have not been strip-mined;
    - b. are not interplanted with another crop without *our consent*; and
    - c. are not used primarily for wildlife protection or management; and
  - 5. insured by *us* under a *MPCI* policy or otherwise permitted by *us* to be insured under this *policy*.
- B. All acres of the *insured crop* *you* grow in the *county* must be insured under this *policy* and reported by *you* to *us*. When *your* actual planted acreage of any *insured crop* during any *crop year* is more or less than the number of acres stated in the *Summary of Coverage* for that *insured*

*crop* during that *crop year*, the *limit of insurance* per acre for that *insured crop* will be the quotient resulting from dividing the total amount of insurance indicated on the *Summary of Coverage* for that *insured crop* by your actual planted acreage of that *insured crop* in the township for harvest during the *crop year* the *loss* occurs subject to any maximum liability per acre established by *us* in *our* underwriting guidelines for the *insured crop*.

- C. The unit of insurance for determining any *indemnity* due is an acre. This means that the *limit of insurance* for any *loss* to any acre for any *crop year* may not exceed the *limit of insurance* per acre stated in the *Summary of Coverage* or as properly prorated under Section VI B.
- D. Except as provided in Section VI B and VI E, the *limit of insurance* per acre during each *crop year* shall be as shown on your *Summary of Coverage*. Once established, the *limit of insurance* per acre will not be reduced during a *crop year* after *coverage attaches* to the *insured crop* except for proration purposes in accordance with Section VI B, by an *amendment* in accordance with Section VIII, or *we* determine the *limit of insurance* per acre on your *insured crop* is not reasonable. Your *limit of insurance* during a particular *crop year* for an *insured crop* under this *policy* will be the product of multiplying (i) the number of your actual planted acres of that *insured crop* during that *crop year*, (ii) the *limit of insurance* per acre for that *insured crop* at the time of the *loss*, and (iii) your *share* of that *insured crop* during that *crop year*.
- E. On the day immediately following the day *coverage* for an *insured crop* expires in accordance with Section II C, the *limit of insurance* per acre for each *insured crop* carried forward for any subsequent *crop year* shall revert to the *limit of insurance* per acre indicated on your most recent accepted *Application* for that crop without regard to any *amendment* that may have been in effect during any portion of the immediately preceding *insurance period* for that *insured crop*.
- F. *We* have the right to determine the amount of all *losses* on the basis of information *you* submit or the information *we* determine to be correct.
- G. After *damage* occurs to the *insured crop*, *we* will not increase either the *limit of insurance* or your *coverage*.
- H. *You* may add a crop to your *Summary of Coverage* only by submitting an *Application* by established deadlines. *You* may not add a crop to your *Summary of Coverage* by submitting an *amendment*.
- I. 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 take other action pursuant to Section XVII. This may result in a revision of your *coverage* if the information *you* report is not correct. At any time *we* may inspect any *insured crop* and any location listed on your *Summary of Coverage*. *You* will allow any person assigned by *us* access to examine and inspect any *insured crop* or location listed on your *Summary of Coverage* as often as *we* may require.

## VII. Annual Premium and Other Amounts Due Us

- A. All premium for this *policy* is earned in full and payable on the date insurance *attaches* as provided herein.
- B. The premium *we* will charge *you* for this *policy* each *crop year* will be based upon *our* rates in effect for the then-current *crop year*.
- C. Any earned premium *you* owe *us* under this *policy*, or any other insurance policy *you* may have with *us*, will 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. Interest will accrue on any unpaid amount owed to *us* at the higher of the rate of 1.25 percent simple interest per calendar month, or any portion thereof, or the maximum rate allowed by state law applied on a calendar month basis. For the purpose of premium amounts owed to *us*, interest will start to accrue on the first day of the month following the premium billing date for the *insured crop*.
- E. *You* will pay the total annual premium to *us* each *crop year* this *policy* is in effect on or before the premium due date. The fact *you* may have a pending claim or dispute concerning a claim does not in any way relieve *you* of the obligation to pay earned premium upon the billing date, nor prevent interest from accruing on such unpaid premium as provided in this Section VII.
- F. For the purpose of any other amounts due *us*, such as repayment of indemnities found not to have been earned, interest will start to accrue on the date that notice is issued to *you* for the collection of the unearned amount. Amounts found due under this paragraph will not be charged interest if payment is made within 30 days of issuance of the notice by *us*. The amount will be considered delinquent if not paid within 30 days of the date the notice is issued by *us*.
- G. 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.
- H. All amounts *you* pay *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 principal balance due *us*.
- I. *Coverage* will not *attach* and this *policy* will lapse for all subsequent *crop years* if any premium due *us* under this *policy* is not paid within 180 days after the premium due date.
- J. If *you* are a sole proprietor and not a partnership or corporation, and *you* sustain a *loss* of life by accidental means while carrying out your farming operation during the period between when *coverage attaches* and when *coverage* expires, for the *insured crop*, this *policy* will remain in force for that *crop year*, and the amount of premium charged for this *policy* will be waived. This waiver of premium is subject to notification and satisfactory evidence of accidental death given to *us* on or before 30 days after the *coverage* expiration date.

## VIII. Coverage Amendments and Policy Changes

- A. Unless this *policy* is cancelled according to Section III prior to the beginning of a *crop year* for *your insured* crop(s), and without regard to the most recent *Summary of Coverage*, the *limit of insurance* per acre and type of *coverage* indicated on *your* most recent accepted *Application* with respect to each *insured crop* will carry over into each subsequent *crop year* and the premium due will be based on each subsequent *crop year's* rates and will be due and payable to *us* as otherwise provided herein, except as may otherwise result from an *amendment* to this *policy*.
- B. We will not revise *your Summary of Coverage* during a *crop year* if such revision would:
1. increase *your limit of insurance* per acre after *damage* or evidence of probable *loss* or increased hazard to *your insured crop* has occurred; or,
  2. increase or decrease *your limit of insurance* per acre if the *amendment* requesting such revision is not received by the later of:
    - a. the *MPCI* acreage reporting date for *your insured crop*;
    - b. the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by *you* with *us* under a *MPCI* policy; or
    - c. if neither of the above deadlines applies, November 30 for a fall-seeded crop and July 15 for a spring-seeded crop.
- C. We also will not revise *your Summary of Coverage* if we receive *your* request to revise *your Summary of Coverage* more than 48 hours after *you* have signed and dated that request.
- D. Any new *Summary of Coverage* will become effective at 12:01 a.m. on the day following the day the last of *you* and *our* licensed and authorized agent signed *your amendment*.
- E. 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. If any *policy* change approved by the appropriate insurance regulatory authority reduces the *coverage* under this *policy*, we will give *you* written notice of such change no later than December 31 of the *calendar year* prior to the *calendar year* in which such change shall be effective with respect to this *policy*. If such change is mandated by such authority to take effect according to a different time schedule, then *we* will comply with the regulator's schedule.
  3. For *policy* changes, 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.

- F. We will extend *your Summary of Coverage* from the previous *insurance period* until we receive *your amendment* to revise *your Summary of Coverage* but not later than the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by *you* with *us* under a *MPCI* policy. During this period of extension we will insure any *MPCI* insurable crop not grown during the previous *insurance period*, and not identified on *your* previous *insurance period's Summary of Coverage*, that *you* substitute in part or in full on the acreage of the crop insured during the previous *insurance period* inasmuch as such crop is insured with an *MPCI* policy issued from *us* to *you*. The amount of insurance on the substitute crop will not exceed the *limit of insurance* per acre which the premium established by the previously *insured crop* can purchase at the current *crop year's* rates for the substitute crop. We reserve the option to provide a lower *limit of insurance* per acre based upon current market prices and customary yields for such crop on those acres.

## IX. Duties After Damage

- A. *You* must establish that any *damage* to the *insured crop* was caused directly by one or more *insured perils* during the period between the date *coverage attached* and the date *coverage* expired with respect to that *insured crop*.
- B. If *you* have reason to believe *damage* to *your insured crop* has occurred which may result in a *loss* under this *policy*, we will not be liable to *you* and *you* will not receive any *indemnity* unless *you*:
1. Provide written notice to *us* within 10 days (or such earlier time as may be specified in an *endorsement* to this *policy*) after *your insured crop* suffers *damage* from an *insured peril*, including:
    - a. the date, probable cause of damage and location of the *insured crop* which has suffered *damage*;
    - b. *your* name;
    - c. the *policy* number; and
    - d. the name of all other insurance companies providing any insurance for the *insured crop* and the amount of insurance provided by each.
- C. If *you* do not submit the information described in this Section IX within the time specified above, *your* claim will be denied.
- D. After *you* provide the information described in Section IX B, we will prepare a *crop hail worksheet* describing the *loss* to *your insured crop* as a result of an *insured peril*. *You* must sign and return that document to *us* within 30 days after we have determined the *loss*. In the event *you* do not furnish the *crop hail worksheet* as required above, and also do not exercise *your* rights under Section XIV, *you* will be deemed to have waived any and all rights to collect for *loss* to *your insured crop*. *Your* signature on

the *crop hail worksheet* constitutes your acceptance of and agreement to the *loss* calculation contained therein.

- E. Upon our request, you must:
1. submit to an examination under oath regarding any *damage* to your *insured crop* or any information related to this *policy*;
  2. provide your complete harvesting and marketing records regarding each *insured crop* by location, acreage and/or field; and
  3. 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*.
- F. 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 *loss* and given our consent. If it is necessary to destroy your *insured crop* before our adjuster arrives, whether to *replant*, harvest, put the crop to another use or for other reasons, you must leave *representative samples* as follows:
1. Corn, soybeans, grain sorghum, cotton and all other row crops: One representative strip four to 12 rows wide (planter or drill width) the entire length of the field for each and every 20 acres.
  2. *Small grains* and all other crops: A standing sample 10 to 15 feet wide the entire length of the field for each and every 20 acres.
  3. We reserve the right to require larger or additional samples. In such case we will notify you following our receipt of your written notice of *loss* as to our decision to require additional samples.
  4. Failure to leave such samples provides us with no means to assess the cause and extent of *damage* to determine your *loss*, if any. Therefore, failure to leave samples will result in a denial of your claim and no obligation to pay an *indemnity*.
- G. 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 within 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 and us, subject only to our internal claim audit. 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.
- H. *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 award with us as outlined in Section XIV.
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 responsibilities under this Section IX on your behalf.
  3. We will determine your *loss* in accordance with crop loss adjustment procedures established by us or by National Crop Insurance Services 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 *loss* 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 causes of *loss* or from your failure to provide reasonable care for the *insured crop* during the deferral period.

#### **X. Determination of Loss or Adjustment of Claim**

- A. We will determine and calculate *losses* from information you supply or from information we determine to be correct. We have the right to determine all *losses* on the basis of information you submit or the information we determine to be correct.
- B. The amount payable to you for *damage* to your *insured crop* will be the *loss* per acre determined by us, adjusted by your *coverage* and *limit of insurance* per acre as set forth in the *Summary of Coverage* based on the insurance plan you elected. No *indemnity* may exceed the liability stated in the *Summary of Coverage*.
- C. If we determine that there is no measurable *loss* under the terms of this *policy*, we will provide you with a written statement that no payable *loss* was found upon adjustment of the claim and requesting your claim be withdrawn. A *crop hail worksheet* indicating no payable *loss* may serve as this written notification and request for withdrawal.
- D. The *limit of insurance* per acre of the *insured crop* will be reduced:
  1. by the cumulative gross *loss* determined for each individual *loss* incurred; and
  2. by the portion of each acre which has been cut, harvested, sold or abandoned.

#### **XI. Replant**

- A. If an *insured crop* suffers *damage* from an *insured peril* you may *replant* the *insured crop*. To be eligible for an *indemnity* or other payment with respect to such *damage*, however, you must notify us of your intent to *replant* prior to preparing the land to *replant* or otherwise destroying any portion of the *insured crop*. If you *replant* prior to our adjuster inspecting the *damage* to your

*insured crop*, you must leave *representative samples* as outlined in Section IX F. Failure to leave *representative samples* will forfeit *your* right to any potential indemnity or other payment with respect to the crop you *replant*.

B. You must select one of the following payment options at the time of *our* first inspection of the *damaged* portion of the *insured crop* that you elect to *replant*:

1. OPTION ONE:

- a. You will be paid for *your* actual cost to *replant* the crop that suffered *damage*, provided, however, such payment will not exceed 20% of the *limit of insurance* per acre reflected on *your Summary of Coverage*. The amount paid by *us* under this Option One will not reduce *your limit of insurance* per acre on the acres you *replant*. Coverage will *attach* on the acres you *replant* according to Section II of this *policy*.
- b. Depending on the date of the *damage*, we will make an additional payment for certain crop(s) associated with the agronomic crop expectation of the crop you *replant*. This additional payment, if applicable, is subject to *your coverage* and will reduce *your* remaining *limit of insurance* per acre on the acres you *replant* accordingly.

2. OPTION TWO:

- a. Your *damaged insured crop* will be adjusted and any potential *indemnity* paid according to Section X of this *policy* on all the acres you *replant*. Any *coverage* remaining on the acres you *replant*, meaning the *limit of insurance* on the originally planted crop less any *indemnity* paid on that crop, shall immediately expire and be replaced by the *coverage* afforded under subparagraph (c) below. The premium associated with the entire *limit of insurance* that had *attached* on the originally planted crop on the acres you *replant*, however, shall be fully earned and payable.
- b. We will not make any payment to you for any expense incurred to *replant*.
- c. The acres you *replant* are automatically covered at the *limit of insurance* per acre selected for the originally planted crop. The premium for the *coverage* on the crop you *replant* is fully earned when you *replant*. Coverage will *attach* on the acres you *replant* according to Section II of this *policy*.
- d. If we must defer determination of *loss* as defined in Section IX H 4 for acres you *replant*, determination of the *loss* will take into consideration only *damage* that occurred prior to when you *replant*. For example, if you decide to *replant* insured soybean acreage that was *damaged* in the V-2 stage of growth, *damage* occurring to the *representative sample* areas during a later stage of growth (i.e., V-6) would not be considered in the final determination of *loss*.

## **XII. Crop Exceptions**

A. Corn. If corn for any use is insured under this *policy*, it will be adjusted as corn grown for grain purposes only.

For corn grown specifically for other purposes, such as silage, popcorn, sweet corn or hybrid seed purposes, the *loss* will be determined in the same manner as though the crop were ordinary field corn grown for grain, unless otherwise specifically provided in an *endorsement*.

- B. Sugar Beets. If the *insured crop* is sugar beets, any *coverage* available under this *policy* *attaches* when at least 12 leaves are clearly visible on at least 75% of the plants on the insured acreage.
- C. Transplanted Crops. For all transplanted crops *coverage* will *attach* the later of 14 days after transplanting; or the time determined under Section II B 1.
- D. *Small Grains* and Rice. No *replant coverage* is provided for *small grains* or rice at any stage of growth.

## **XIII. Transfer of Ownership**

If you sell or transfer *your* interest 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* written *consent*. We will not be liable for any more than the liability determined in accordance with *your policy* that existed prior to the transfer. We reserve the right to deny any transfer of ownership. In the event we *consent* to the transfer, both you and the transferee are jointly and severally liable for payment of the premium. The transferee has all rights and responsibilities under this *policy* consistent with the transferee's interest in the *insured crop*.

## **XIV. 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 IX F 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 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.
  3. the appraisers, within seven business days, shall appraise the *damage* and set the *loss* in accordance with Section IX H 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*.
  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*.
  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 nonappealable.
  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 nonappearing 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 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. 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 XIV 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*.
- D. Nothing in this Section 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*.

## XV. Endorsements

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

## XVI. 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*.

#### **XVII. Concealment or Fraud**

- A. We will not provide *coverage* to you or any other person if you or such person 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 interest 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.

#### **XVIII. 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.

#### **XIX. Other Insurance**

You may have other insurance subject to the same terms, conditions and provisions as the insurance under this *policy*. If you do, we will pay *our share* of *loss* caused by direct *damage* from *hail*. *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 current market prices at the time you plant the crop and customary yields for the acres where you plant the *insured crop*, we will prorate *our share* based on the provisions of this *policy*, including the *limit of liability*, to the reasonable *limit of liability* per acre. If you have other insurance covering *loss* caused by *insured perils* other than direct *damage* from *hail*, 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*.

#### **XX. 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.

#### **XXI. 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.

#### **XXII. 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 unless your death is covered under Section VII J.

#### **XXIII. Abandonment of Crop**

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, without *our* written *consent*, any claim you make under this *policy* for that *insured crop* will be denied.

#### **XXIV. 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*.

#### **XXV. 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*.

#### **XXVI. Entire Agreement, Waiver or Change of Policy Provisions**

You and we agree this *policy*, including all *amendments* and *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.

# INSURANCE POLICY

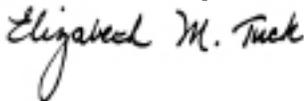
**THIS POLICY HAS BEEN ESPECIALLY DESIGNED FOR**

**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.

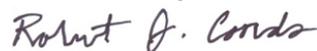
*Elizabeth M. Tuck*  
**Secretary**



*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**



# JDRProtector CROP HAIL INSURANCE POLICY

## PLAN 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 JDRProtector Crop Hail Insurance Policy.

If your coverage for an *insured crop* is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay you for *loss* to that *insured crop* shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that *insured crop*. Your indemnity on a *damaged insured crop* in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that *insured crop* for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

#### PLAN 201

#### STANDARD PLAN - (SYMBOL: Basic)

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss* equals or exceeds 1%. Once the *loss* equals or exceeds 1%, the payable *loss* shall be the actual *loss* plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 0.5% of *loss* for each percent by which the actual *loss* to your *insured crop* exceeds 70% until the aggregate *loss* equals 100%.

##### INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	1%	5%	10%	50%	70%	73%	77.5%	85%	100%	100%

#### PLAN 202

#### STANDARD PLAN w/ 5% minimum loss qualifier - (SYMBOL: Basic – 5ML)

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss* is equal to or exceeds 5%. Once the *loss* equals or exceeds 5%, the payable *loss* shall be the actual *loss* plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 0.5% of *loss* for each percent by which the actual *loss* to your *insured crop* exceeds 70% until the aggregate *loss* equals 100%.

##### INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	0%	5%	10%	50%	70%	73%	77.5%	85%	100%	100%

#### PLAN 203

#### EXCESS OVER 5% LOSS-DISAPPEARING AT 25% PROVISION - (SYMBOL: DXS5)

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss* exceeds 5%. For *loss* in excess of 5% but less than or equal to 25%, the payable *loss* shall be the actual *loss* in excess of 5% multiplied by 1.25. For *loss* in excess of 25%, the payable *loss* shall be the actual *loss* plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 0.5% of *loss* for each percent by which the actual *loss* to your *insured crop* exceeds 70% until the aggregate *loss* equals 100%.

##### INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	7%	10%	20%	25%	50%	70%	75%	90%
Net % Payable	0%	0%	2.5%	6.3%	18.8%	25%	50%	70%	77.5%	100%

**PLAN 204 EXCESS OVER 10% LOSS-DISAPPEARING AT 50% PROVISION - (SYMBOL: DXS10)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 10%. For *loss* in excess of 10% but less than or equal to 50%, the payable *loss* shall be the actual *loss in excess of* 10% multiplied by 1.25. For *loss* in excess of 50%, the payable *loss* shall be the actual *loss* plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 0.5% of *loss* for each percent the actual *loss* to your *insured crop* exceeds 70% until the aggregate *loss* equals 100%.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	20%	30%	50%	70%	80%	90%	100%
Net % Payable	0%	0%	0%	12.5%	25%	50%	70%	85%	100%	100%

**PLAN 205 EXCESS OVER 15% LOSS-DISAPPEARING AT 75% PROVISION - (SYMBOL: DXS15)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 15%. For *loss* in excess of 15% but less than or equal to 75%, the payable *loss* shall be the actual *loss in excess of* 15% multiplied by 1.25. For *loss* in excess of 75%, the payable *loss* shall be the actual *loss* plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 0.5% of *loss* for each percent the actual *loss* to your *insured crop* exceeds 75% until the aggregate *loss* equals 100%.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	15%	20%	30%	50%	75%	90%	100%
Net % Payable	0%	0%	0%	0%	6.3%	18.8%	43.8%	75%	97.5%	100%

**PLAN 206 EXCESS OVER 20% LOSS - DISAPPEARING AT 100% PROVISION - (SYMBOL: DXS20)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 20%. Once the *loss* exceeds 20%, the payable *loss* shall be the actual *loss in excess of* 20% multiplied by 1.25.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	15%	20%	30%	50%	75%	90%	100%
Net % Payable	0%	0%	0%	0%	0%	12.5%	37.5%	68.8%	86.8%	100%

**PLAN 207 EXCESS OVER 25% LOSS - DISAPPEARING AT 100% PROVISION - (SYMBOL: DXS25)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 25%. Once the *loss* exceeds 25%, the payable *loss* shall be the actual *loss in excess of* 25% multiplied by 1.33.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	15%	20%	30%	50%	75%	90%	100%
Net % Payable	0%	0%	0%	0%	0%	6.7%	33.3%	66.5%	86.5%	100%

**PLAN 208 EXCESS OVER 30% LOSS - DISAPPEARING AT 100% PROVISION - (SYMBOL: DXS30)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 30%. Once the *loss exceeds* 30%, the payable *loss* shall be the actual *loss in excess of* 30% multiplied by 1.43.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	15%	20%	30%	50%	75%	90%	100%
Net % Payable	0%	0%	0%	0%	0%	0%	28.6%	64.4%	85.8%	100%

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**PLAN 209 EXCESS OVER 50% LOSS - DISAPPEARING AT 100% PROVISION - (SYMBOL: DXS50)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 50%. Once the *loss exceeds* 50%, the *loss* shall be the actual *loss in excess of* 50% multiplied by 2.0.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	15%	20%	30%	50%	75%	90%	100%
Net % Payable	0%	0%	0%	0%	0%	0%	0%	50%	80%	100%

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**PLAN 213 EXCESS OVER 5% LOSS - (SYMBOL: XS5)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 5%. Once the *loss exceeds* 5%, the payable *loss* shall be the actual *loss in excess of* 5%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	25%	50%	70%	75%	80%	90%	100%
Net % Payable	0%	0%	5%	20%	45%	65%	70%	75%	85%	95%

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**PLAN 214 EXCESS OVER 10% LOSS - (SYMBOL: XS10)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 10%. Once the *loss exceeds* 10%, the payable *loss* shall be the actual *loss in excess of* 10%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	25%	50%	70%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	15%	40%	60%	65%	70%	80%	90%

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**PLAN 215 EXCESS OVER 15% LOSS - (SYMBOL: XS15)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 15%. Once the *loss exceeds* 15%, the payable *loss per acre* shall be the actual *loss in excess of* 15%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	25%	50%	70%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	10%	35%	55%	60%	65%	75%	85%

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**PLAN 216**

**EXCESS OVER 20% LOSS - (SYMBOL: XS20)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 20%. Once the *loss exceeds* 20%, the payable *loss* per acre shall be the actual *loss in excess of* 20%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	25%	50%	70%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	5%	30%	50%	55%	60%	70%	80%

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**PLAN 223 EXCESS OVER 5% LOSS - INCREASING PAYMENT PROVISION - (SYMBOL: XS5IP)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 5%. Once the *loss exceeds* 5%, the payable *loss* shall be the actual *loss in excess of* 5% plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 1.0% of *loss* for each percent by which the actual *loss to your insured crop* exceeds 70%, until the aggregate *loss* equals 100%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	0%	0%	5%	45%	65%	69%	75%	85%	100%	100%

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**PLAN 224 EXCESS OVER 10% LOSS - INCREASING PAYMENT PROVISION - (SYMBOL: XS10IP)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 10%. The payable *loss* shall be the actual *loss in excess of* 10% plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 1.0% of *loss* for each percent by which the actual *loss to your insured crop* exceeds 70%, until the aggregate *loss* equals 100%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	40%	60%	64%	70%	80%	100%	100%

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**PLAN 225 EXCESS OVER 15% LOSS - INCREASING PAYMENT PROVISION - (SYMBOL: XS15IP)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 15%. The payable *loss* shall be the actual *loss in excess of* 15% plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 1.0% of *loss* for each percent by which the actual *loss to your insured crop* exceeds 70%, until the aggregate *loss* equals 100%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	35%	55%	59%	65%	75%	95%	100%

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**PLAN 226 EXCESS OVER 20% LOSS - INCREASING PAYMENT PROVISION - (SYMBOL: XS20IP)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 20%. The payable *loss* shall be the actual *loss in excess of* 20% plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 1.0% of *loss* for each percent by which the actual *loss* to your *insured crop* exceeds 70%, until the aggregate *loss* equals 100%.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	30%	50%	54%	60%	70%	90%	100%

**PLAN 230 EXCESS OVER 50% LOSS - INCREASING PAYMENT PROVISION - (SYMBOL: XS50IP)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 50%. The payable *loss* shall be the actual *loss in excess of* 50% plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 1.67% of *loss* for each percent by which the actual *loss* to your *insured crop* exceeds 70%, until the aggregate *loss* equals 100%.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	0%	20%	25%	33%	47%	73%	100%

**PLAN 233 OPTIONAL DISAPPEARING DEDUCTIBLE - (SYMBOL: DDA)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 10%. For *loss* less than 20%, the payable *loss* shall be the actual *loss in excess of* 10%. For *loss in excess of* 20%, but less than or equal to 25% only, the payable *loss* shall be the sum of the actual *loss in excess of* 10% and the product of multiplying each percent by which the actual *loss* exceeds 20% by 2. For *loss in excess of* 25%, the payable *loss* shall be the actual *loss*. An extra allowance shall be paid in the amount of an additional 0.5% of *loss* for each percent by which the actual *loss* to your *insured crop* exceeds 70%, until the aggregate *loss* equals 100%.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	15%	20%	22%	24%	25%	70%	74%	100%
Net % Payable	0%	0%	5%	10%	16%	22%	25%	70%	76%	100%

**PLAN 234 OPTIONAL DISAPPEARING DEDUCTIBLE - (SYMBOL: DDB)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss exceeds* 20%. For *loss* less than 30%, the payable *loss* shall be the actual *loss in excess of* 20%. For *loss in excess of* 30%, but less than or equal to 40% only, the payable *loss* shall be the sum of the actual *loss in excess of* 20% and the product of multiplying each percent by which the actual *loss* exceeds 30% by 2. For *loss in excess of* 40%, the payable *loss* shall be the actual *loss*. An extra allowance shall be paid in the amount of an additional 0.5% of *loss* for each percent by which the actual *loss* to your *insured crop* exceeds 70%, until the aggregate *loss* equals 100%.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	10%	25%	30%	34%	37%	50%	70%	74%	100%
Net % Payable	0%	0%	5%	10%	22%	31%	50%	70%	76%	100%

**PLAN 235                    OPTIONAL DISAPPEARING DEDUCTIBLE - (SYMBOL: DDC)**

*You shall not be entitled to any indemnity for damage to your insured crop until the loss exceeds 30%. For loss less than 40%, the payable loss shall be the actual loss in excess of 30%. For loss in excess of 40%, but less than or equal to 50% only, the payable loss shall be the sum of the actual loss in excess of 30% and the product of multiplying each percent by which the actual loss exceeds 40% by 2. For loss in excess of 50%, the payable loss shall be the actual loss. An extra allowance shall be paid in the amount of an additional 0.5% of loss for each percent by which the actual loss to your insured crop exceeds 70%, until the aggregate loss equals 100%.*

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	10%	25%	30%	35%	47%	50%	70%	74%	100%
Net % Payable	0%	0%	0%	0%	5%	31%	50%	70%	76%	100%

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**PLAN 236 EXCESS OVER 20% LOSS - DISAPPEARING AT 50% PROVISION - (SYMBOL: DD20)**

*You shall not be entitled to any indemnity for damage to your insured crop until the loss exceeds 20%. For loss less than 40%, the payable loss shall be the actual loss in excess of 20%. For loss in excess of 40%, but less than or equal to 50% only, the payable loss shall be the sum of the actual loss in excess of 20% and the product of multiplying each percent by which the actual loss exceeds 40% by 2. For loss in excess of 50%, the payable loss shall be the actual loss. An extra allowance shall be paid in the amount of an additional 1.0% of loss for each percent by which the actual loss to your insured crop exceeds 80%, until the aggregate loss equals 100%.*

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	10%	25%	30%	40%	45%	50%	75%	85%	100%
Net % Payable	0%	0%	5%	10%	20%	35%	50%	75%	90%	100%

# JDRProtector CROP HAIL INSURANCE POLICY

## PRODUCTION PLAN ENDORSEMENT FOR 105% OF APH

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

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

If *your coverage* for an *insured crop* is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay you for *loss* to that *insured crop* shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that *insured crop*. Your indemnity on a *damaged insured crop* in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that *insured crop* for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

The purpose of this companion crop hail insurance plan is to cover, on a *Multiple Peril Crop Insurance (MPCI) policy* unit basis, the portion of *your crop* not insured under *your MPCI policy* which is identified as the difference between the approved Actual Production History (APH) average yield and the selected *MPCI level of coverage* yield guarantee. Therefore, *your policy* is amended by the following terms and conditions.

#### Endorsement Terms and Conditions

The *Limit of Insurance* is based on the potential yield of the crop(s) insured being at least equivalent to the MPCI production guarantee prior to any occurrence of *damage* due to insured or uninsured perils. With respect to *your insured crop(s)* in any *county* in any state, *your policy* is amended as follows:

#### I. Definitions. Section I of the General Provisions of *your policy* is amended as follows:

Section I is amended by the addition of the following definitions applicable to this *endorsement*:

Actual Production History (APH) – the process used under the MPCI program to determine MPCI production guarantees based on a history of *your* actual production of the *insured crop* and, dependent on the quality and quantity of records provided, other assigned, adjusted or unadjusted transitional yields; also the acronym is often used to refer to the yield resulting from the above process.

Crop hail production guarantee – on a MPCI unit basis, the difference between the unit production plan guarantee and the MPCI production guarantee multiplied by the number of acres on the unit

MPCI production guarantee – the per acre number of bushels or other crop-specific unit of measure determined by multiplying the APH approved yield per acre by the coverage level percentage *you* elect under *your MPCI policy*.

Price Election – Value per bushel or other crop-specific unit of measure for purposes of determining premium and *indemnity* under *your MPCI policy*.

Production plan yield – the per acre unit of measure equivalent to 1.05 times *your* APH approved yield for each insured unit.

Production to count - actual harvested production of the *insured crop*, appraised production of any unharvested acreage of the *insured crop*, and/or appraised production not less than the established MPCI

*production guarantee* for any acreage of the *insured crop* which is abandoned, *damaged* solely by an uninsured peril or destroyed by *you* without *our* consent.

Unit production plan guarantee – the total bushels or other crop-specific unit of measure resulting from multiplying the *production plan yield* by the number of acres in the MPCI unit.

Section I is further amended by replacing the definition of *insured crop* with the following, applicable to this endorsement:

*insured crop* – the crop in the *county* for which *coverage* is available under this *policy* and that which is shown on *your Summary of Coverage*.

II. **Insured Perils.** Section IV B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

B. We will extend *your production coverage* to include that portion of the crop value not insured under *your MPCI policy* against the *insured perils* under the JDRProtector General Provisions in force for this *endorsement*. A minimum *loss* of 5% of the unit liability will be required to qualify for any potential *indemnity* due to the perils of transit, vandalism and malicious mischief, and fire or lightning. No deductible will apply for fire department service charges.

III. **Insured Crop, Acreage, Share and Value Insured.** Section VI of the General Provisions of *your policy* is amended as follows:

Section VI D is deleted in its entirety and the following is inserted in its place:

D. The *limit of insurance* per unit shall be the *crop hail production guarantee* multiplied by the *MPCI price election*, multiplied by *your share* in the crop(s). Any reduction in *coverage* to the *MPCI production guarantee* for acreage of the unit due to late planting or due to *our* determination that insured acres or historical yields are less than those shown on *your Summary of Coverage* shall reduce the *crop hail production guarantee* in an equivalent amount; otherwise, the *limit of insurance* per acre will not be reduced once the insurance has *attached* to the *insured crop* with the exception of *you* misreporting any information as addressed in Section VI I.

Section VI G is deleted in its entirety and the following is inserted in its place:

G. After *damage* occurs to the *insured crop* or after the date set for reporting production or acreage information as determined by the *MPCI policy* guidelines, we will not increase either the *limit of insurance* or *your coverage*. Prior to a *loss* and the sales closing date for *your insured crop*, we may at *our* sole discretion approve a change in *your policy* or *coverage* pursuant to Section VIII.

Section VI is amended by adding the following:

J. You shall not be entitled to any *indemnity* for *damage* to *your insured crop* until the yield reduction and the *loss* due to *insured perils* exceeds any minimum loss and percentage deductible represented by the selected production plan. Any yield reduction for *insured perils* in excess of the appropriate plan deductible shall be multiplied by the increasing payment factors associated with *your MPCI policy* elected plan reflected on the chart below:

PLAN	PERCENTAGE DEDUCTIBLE	INCREASING PAYMENT FACTORS AS DETERMINED BY MPCI POLICY LEVEL OF COVERAGE:							
		50%	55%	60%	65%	70%	75%	80%	85%
111 ML5PRO	0 (5% minimum loss)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
112 DXS5PRO	5	1.11	1.12	1.13	1.15	1.18	1.21	1.27	1.36
113 DXS10PRO	10	1.24	1.27	1.30	1.36	1.43	1.54	1.72	2.11

114 DXS15PRO 15 1.40 1.46 1.54 1.65 1.82 2.11 2.70 N/A

IV. **Duties After Damage.** The introductory paragraph (not items 1. through 4.) of Section IX F of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

F. 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 *loss* and given our *consent*. If you destroy the *insured crop* or put the crop to another use, you must leave *representative samples* as specified by us below and continue to care for the samples until the *insured crop* reaches full maturity or until such time we can determine final production. *Representative sample* requirements shall be as follows:

V. **Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of *your policy* is amended as follows:

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

B. The *damage* due to *insured perils* will be determined at the time we inspect the *insured crop(s)*.

1. Once the *loss* exceeds the 5 percent minimum or the selected deductible for the unit, the amount payable to you for *damage* to your *insured crop* will be determined by:
  - a. Subtracting the greater of the harvested and/or appraised *production to count* or the *MPCI production guarantee* from the *unit production plan guarantee*.
  - b. If the result arrived at in subparagraph a. is greater than the *loss* multiplied by the *unit production plan guarantee*, the *indemnity* shall be the *loss* multiplied by the *unit production plan guarantee* for the unit multiplied by *your share* as set forth in the *Summary of Coverage*, multiplied by the *MPCI price election* under your *MPCI policy*.
  - c. If the result arrived at in subparagraph a. is less than the *loss* multiplied by the *unit production plan guarantee*, the *indemnity* shall, subject to the limitations contained in paragraph 2. below, be determined as follows:
    - i. Subtracting the *production to count* from the *crop hail production guarantee* for the unit;
    - ii. Subtracting any applicable deductible associated with the plan of insurance elected by you and reflected on your *Summary of Coverage* from the result in subparagraph i;
    - iii. Multiplying the result in subparagraph ii. by any increasing payment factor associated with the plan of insurance elected by you and reflected on your *Summary of Coverage* to determine the payable amount expressed in the applicable unit of measure for the *insured crop*;
    - iv. Multiplying the payable amount determined in subparagraph iii. by the *MPCI price election* under your *MPCI policy*; and
    - v. Multiplying the obtained result in step iv. by *your share* as set forth in the *Summary of Coverage*.
2. No *indemnity* may exceed the hail liability for the designated plan of insurance stated in the *Summary of Coverage*.

3. Final determination of *losses* due to *insured perils* will occur after the date *coverage* expires for the *insured crop(s)* as defined in Section II C of the General Provisions of *your policy* or State or Crop specific *endorsements*.

Section X is amended by adding the following:

- E. Nothing in this section or this *policy* shall preclude *us* from revising a claim, even after payment, based upon an audit of the claim or *policy* file and *our* determination that any of the information used to determine *your coverage* or *your* claim was not correct.

- VI. **Replant.** Section XI of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

There is no *indemnity* for the expenses associated with replanting or the loss of the initially planted crop which is replanted. Replanted acreage, is, however, considered part of the *insured crop* pursuant to Section VI A of the *policy*.

**JDRProtector CROP HAIL INSURANCE POLICY**  
**PRODUCTION PLAN ENDORSEMENT FOR 110% OF APH**

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

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

If *your coverage* for an *insured crop* is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay you for *loss* to that *insured crop* shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that *insured crop*. *Your indemnity* on a damaged *insured crop* in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that *insured crop* for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

The purpose of this companion crop hail insurance plan is to cover, on a *Multiple Peril Crop Insurance (MPCI) policy* unit basis, the portion of *your crop* not insured under *your MPCI policy* which is identified as the difference between the approved Actual Production History (APH) average yield and the selected *MPCI level of coverage* yield guarantee. Therefore, *your policy* is amended by the following terms and conditions.

**Endorsement Terms and Conditions**

The *Limit of Insurance* is based on the potential yield of the crop(s) insured being at least equivalent to the MPCI production guarantee prior to any occurrence of *damage* due to insured or uninsured perils. With respect to *your insured crop(s)* in any *county* in any state, *your policy* is amended as follows:

I. **Definitions.** Section I of the General Provisions of *your policy* is amended as follows:

Section I is amended by the addition of the following definitions applicable to this *endorsement*:

Actual Production History (APH) – the process used under the MPCI program to determine MPCI production guarantees based on a history of *your* actual production of the *insured crop* and, dependent on the quality and quantity of records provided, other assigned, adjusted or unadjusted transitional yields; also the acronym is often used to refer to the yield resulting from the above process.

Crop hail production guarantee – on a MPCI unit basis, the difference between the unit production plan guarantee and the MPCI production guarantee multiplied by the number of acres on the unit

MPCI production guarantee – the per acre number of bushels or other crop-specific unit of measure determined by multiplying the APH approved yield per acre by the coverage level percentage *you* elect under *your MPCI policy*.

Price Election – Value per bushel or other crop-specific unit of measure for purposes of determining premium and *indemnity* under *your MPCI policy*.

Production plan yield – the per acre unit of measure equivalent to 1.10 times *your* APH approved yield for each insured unit.

Production to count - actual harvested production of the *insured crop*, appraised production of any unharvested acreage of the *insured crop*, and/or appraised production not less than the established MPCI

*production guarantee* for any acreage of the *insured crop* which is abandoned, *damaged* solely by an uninsured peril or destroyed by *you* without *our* consent.

Unit production plan guarantee – the total bushels or other crop-specific unit of measure resulting from multiplying the *production plan yield* by the number of acres in the MPC I unit.

Section I is further amended by replacing the definition of *insured crop* with the following, applicable to this endorsement:

*insured crop* – the crop in the *county* for which *coverage* is available under this *policy* and that which is shown on *your Summary of Coverage*.

II. **Insured Perils.** Section IV B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

B. We will extend *your production coverage* to include that portion of the crop value not insured under *your MPC I policy* against the *insured perils* under the JDRProtector General Provisions in force for this *endorsement*. A minimum *loss* of 5% of the unit liability will be required to qualify for any potential *indemnity* due to the perils of transit, vandalism and malicious mischief, and fire or lightning. No deductible will apply for fire department service charges.

III. **Insured Crop, Acreage, Share and Value Insured.** Section VI of the General Provisions of *your policy* is amended as follows:

Section VI D is deleted in its entirety and the following is inserted in its place:

D. The *limit of insurance* per unit shall be the *crop hail production guarantee* multiplied by the *MPC I price election*, multiplied by *your share* in the crop(s). Any reduction in *coverage* to the *MPC I production guarantee* for acreage of the unit due to late planting or due to *our* determination that insured acres or historical yields are less than those shown on *your Summary of Coverage* shall reduce the *crop hail production guarantee* in an equivalent amount; otherwise, the *limit of insurance* per acre will not be reduced once the insurance has *attached* to the *insured crop* with the exception of *you* misreporting any information as addressed in Section VI I.

Section VI G is deleted in its entirety and the following is inserted in its place:

G. After *damage* occurs to the *insured crop* or after the date set for reporting production or acreage information as determined by the *MPC I policy* guidelines, we will not increase either the *limit of insurance* or *your coverage*. Prior to a *loss* and the sales closing date for *your insured crop*, we may at *our* sole discretion approve a change in *your policy* or *coverage* pursuant to Section VIII.

Section VI is amended by adding the following:

J. You shall not be entitled to any *indemnity* for *damage* to *your insured crop* until the yield reduction and the *loss* due to *insured perils* exceeds any minimum loss and percentage deductible represented by the selected production plan. Any yield reduction for *insured perils* in excess of the appropriate plan deductible shall be multiplied by the increasing payment factors associated with *your MPC I policy* elected plan reflected on the chart below:

PLAN COVERAGE:	PERCENTAGE DEDUCTIBLE	INCREASING PAYMENT FACTORS AS DETERMINED BY MPC I POLICY LEVEL OF							
		50%	55%	60%	65%	70%	75%	80%	85%

121 ML5PRO	0 (5% minimum loss)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
122 DXS5PRO	5	1.10	1.11	1.12	1.14	1.16	1.19	1.22	1.28	
123 DXS10PRO	10	1.22	1.25	1.28	1.32	1.38	1.46	1.58	1.79	
124 DXS15PRO	15	1.38	1.43	1.49	1.58	1.70	1.89	2.22	N/A	
125 DXS20PRO	20	1.58	1.67	1.79	1.96	2.22	2.69	N/A	N/A	

IV. **Duties After Damage.** The introductory paragraph (not items 1. through 4.) of Section IX F of the General Provisions of your policy is deleted in its entirety and the following is inserted in its place:

F. 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 loss and given our consent. If you destroy the *insured crop* or put the crop to another use, you must leave representative samples as specified by us below and continue to care for the samples until the *insured crop* reaches full maturity of as specified by us below and continue to care for the samples until the *insured crop* reaches full maturity or until such time we can determine final production. Representative sample requirements shall be as follows:

V. **Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of your policy is amended as follows:

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

- B. The *damage* due to *insured perils* will be determined at the time we inspect the *insured crop(s)*.
  - 1. Once the *loss* exceeds the 5 percent minimum or the selected deductible for the unit, the amount payable to you for *damage* to your *insured crop* will be determined by:
    - a. Subtracting the greater of the harvested and/or appraised production to count or the MPCI production guarantee from the unit production plan guarantee.
    - b. If the result arrived at in subparagraph a. is greater than the *loss* multiplied by the unit production plan guarantee, the *indemnity* shall be the *loss* multiplied by the unit production plan guarantee for the unit multiplied by your *share* as set forth in the *Summary of Coverage*, multiplied by the MPCI price election under your *MPCI policy*.
    - c. If the result arrived at in subparagraph a. is less than the *loss* multiplied by the unit production plan guarantee, the *indemnity* shall, subject to the limitations contained in paragraph 2 below, be determined as follows:
      - i. Subtracting the production to count from the crop hail production guarantee for the unit;
      - ii. Subtracting any applicable deductible associated with the plan of insurance elected by you and reflected on your *Summary of Coverage* from the result in subparagraph i.;
      - iii. Multiplying the result in subparagraph ii. by any increasing payment factor associated with the plan of insurance elected by you and reflected on your *Summary of Coverage* to determine the payable amount expressed in the applicable unit of measure for the *insured crop*;
      - iv. Multiplying the payable amount determined in subparagraph iii. by the MPCI price election under your *MPCI policy*; and

- v. Multiplying the obtained result in step iv. by *your share* as set forth in the *Summary of Coverage*.
2. No *indemnity* may exceed the hail liability for the designated plan of insurance stated in the *Summary of Coverage*.
3. Final determination of *losses* due to *insured perils* will occur after the date *coverage* expires for the *insured crop(s)* as defined in Section II C of the General Provisions of *your policy* or State or Crop specific *endorsements*.

Section X is amended by adding the following:

- E. Nothing in this section or this *policy* shall preclude *us* from revising a claim, even after payment, based upon an audit of the claim or *policy* file and *our* determination that any of the information used to determine *your coverage* or *your* claim was not correct.
- VI. **Replant.** Section XI of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:  
There is no *indemnity* for the expenses associated with replanting or the loss of the initially planted crop which is replanted. Replanted acreage, is, however, considered part of the *insured crop* pursuant to Section VI A of the *policy*.

# JDRProtector CROP HAIL INSURANCE POLICY

## TREE FRUITS, GRAPES, BUSH FRUITS, AND BERRIES 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 JDRProtector Crop Hail Insurance Policy*.

#### Endorsement Terms and Conditions

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

I. **Life of Policy.** Section II B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place

- B. 1. No *coverage attaches* prior to 12:01 a.m. on the day following the date *you* and *our* licensed and authorized agent sign *your Application* for that crop or as otherwise specified in Section XII of this *policy*.
2. Tree fruit *coverage attaches* at the time when 90 percent of the fruit has grown to 1/2 inch in diameter (Cherries - 1/4 inch in diameter) or *your policy's* effective date, whichever is later.

Berry *coverage attaches* from the time the berries are clearly visible and formed or *your policy's* effective date, whichever is later.

Grape *coverage* will attach when fifty percent (50%) or more of the buds measure one (1) inch or more in length, when measured from the cane. Only one-third (1/3) of grape *coverage* is in effect until 75 percent of the grapes have grown 1/8 inch in diameter or *your policy's* effective date, whichever is later.

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

II. **Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of *your policy* is amended by adding the following:

- E. If *your coverage* for an insured crop is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay *you* for *loss* to that insured crop shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that insured crop. *Your indemnity* on a *damaged* insured crop in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that insured crop for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

III. **Coverage Plans.** The plans of insurance authorized under this *endorsement* and referred to in Section X of the General Provisions as amended by this *endorsement* are:

#### PLAN 252

#### EXCESS OVER 10% LOSS - (SYMBOL: XS10)

*You* shall not be entitled to any *indemnity* for *damage* to *your* insured crop until the *loss* exceeds 10%. Once the *loss* exceeds 10%, the payable *loss* per acre shall be the actual *loss* in excess of 10%.

#### INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	25%	50%	70%	75%	80%	90%	100%
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V. **Crop Exceptions.** Section XII of the General Provisions of *your policy* is deleted in its entirety.

# JDRProtector CROP HAIL INSURANCE POLICY

## 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 JDRProtector Crop Hail Insurance 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. **Definitions.** Section I of the General Provisions of *your policy* is amended by the addition of the following definition applicable to this *endorsement*:

*anniversary date* – the calendar date which is twelve months following the day after the date *you* and *our* licensed agent signed the original *Application* for this *policy* and each successive calendar date that is twelve months after any previous *anniversary date* as long as this *policy* remains in effect.

- II. **Life of Policy.** Section II C of the General Provisions of *your policy* is deleted in its entirety and the following is 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, except that if the insured crop is a *small grain*, rice, dry beans or buckwheat, such insured crop will be covered in the windrow, bundle or shock for fifteen (15) days after such insured crop is cut;
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>
All Coarse Grains	November 15
All Small Grains	August 1
All Other Fruit	September 15
Apples/Pears	October 15
Cotton	November 15
Tobacco	October 15
All Other Insured Crops	November 1

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.** 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 *insurance 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.

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

- C. *We* may decide not to continue all or any part of the *coverage* provided by *us* under this *policy* for a subsequent *crop year* by notifying *you* in writing not less than 60 days before the *anniversary date* of this *policy*. Notices of non-continuance will be delivered or mailed to *you* at *your* mailing address shown on *your Summary of Coverage*. Proof of mailing will be sufficient proof of notice.

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

Section XIV 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 IX F 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, within seven business days, shall appraise the *damage* and set the *loss* in accordance with Section IX H 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. . The agreement will be non-binding and voluntary.
  3. 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.
  4. 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*. 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 beyond the expenses of the selected appraisers 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 XIV 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 XIV 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*.

**JDRProtector CROP HAIL INSURANCE POLICY**  
**MANDATORY COTTON ENDORSEMENT**

**APPLICABLE TO THE FOLLOWING STATES: AL, AR, AZ, FL, GA, KY, LA, MS, MO, NC, NM, OK,  
SC, TX, VA**

**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 JDRProtector Crop Hail Insurance Policy**

**Endorsement Terms and Conditions**

With respect to *your insured crop* in any *county* in any of the above-identified states, *your policy* is amended as follows:

I. **Exclusions.** Section V of the General Provisions of *your policy* is amended by adding the following new provision following Section V O:

P. caused by or increased by immature, unopened, bolls at the time of a killing freeze.

II. **Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of *your policy* is amended by adding the following new provision following Section X D:

E. *We* will use the individual cotton plant as the unit of measurement for determining *loss*.

F. Prior to squaring, *we* will base the adjustment of *loss* on *damage* caused by hail.

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

III. **Replant.** Section XI of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

If an *insured crop* suffers *damage* from an *insured peril* you may *replant* the *insured crop*. To be eligible for an *indemnity* or *other payment* with respect to such *damage*, however, *you* must notify *us* of *your* intent to *replant* prior to preparing the land to *replant* or otherwise destroying any portion of the *insured crop*. If *you* *replant* prior to *our* adjuster inspecting the *damage* to *your insured crop*, *you* must leave *representative samples* as outlined in Section IX F. Failure to leave *representative samples* will forfeit *your* right to any potential *indemnity* or *other payment* with respect to the *crop you replant*.

*You* will be paid for *your* actual cost to *replant* the *crop* that suffered *damage*, provided, however, such payment will not exceed 15% of the *limit of insurance* per acre reflected on *your Summary of Coverage*. The amount paid by *us* will not reduce *your limit of insurance* per acre on the acres *you replant*. *Coverage* will *attach* on the acres *you replant* according to Section II of this *policy*.

# JDRProtector CROP HAIL INSURANCE POLICY

## COMPANION PLAN 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 JDRProtector Crop Hail Insurance Policy.

If your coverage for an insured crop is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity we will pay you for loss* to that insured crop shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that insured crop. We will not pay you any *indemnity for loss* to any insured crop in any *crop year* more than the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that insured crop for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

The purpose of this Companion Crop-Hail Insurance plan is to cover, on an acre basis, the portion of your crop not insured under your *Multiple Peril Crop Insurance (MPCI) policy*. Therefore, your *policy* is amended by the following terms and conditions.

#### Endorsement Terms and Conditions

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

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

D. The relationship of *limit of insurance* per acre, increasing payment factor election, and *coverage* under your *MPCI policy* should be as listed below unless you request and we give prior written approval.

PLAN	MPCI POLICY LEVEL OF COVERAGE	INCREASING PAYMENT FACTOR	LIMIT OF INSURANCE NOT TO EXCEED REASONABLE MARKET VALUE OF YOUR INTEREST IN THE:
XS5-Comp2	50% - 60%	2.0	TOP 1/2 OF THE CROP
XS5 -Comp3	65% - 85%	3.0	TOP 1/3 OF THE CROP

The amount of insurance you elect multiplied by the increasing payment factor listed above may not exceed the *limit of insurance* per acre of the crop upon insurance attachment.

II. **Determination of Loss or Adjustment of Claim.** Section X B of the General Provisions of your *policy* is deleted in its entirety and the following is inserted in its place:

B. We do not cover *loss* hereunder until the percentage of *loss* per acre caused by *insured perils* exceeds the applicable deductible associated with the plan selected by you and reflected on your *Summary of Coverage*. Once the percentage of *loss* exceeds the applicable deductible percentage, the amount payable will be determined by:

1. Taking the loss which exceeds the applicable deductible percentage multiplied by the elected increasing payment factor; and,
2. Taking this percentage, but in no event more than 100%, multiplied by the *Limit of Insurance* shown on your *Summary of Coverage*. See the companion plan descriptions in this *endorsement* for the plan selected by you and reflected on your *Summary of Coverage* for a description of your individual plan.



**JDRProtector CROP HAIL INSURANCE POLICY**  
**STOREGUARD ENDORSEMENT**

**APPLICABLE TO 200 SERIES PLANS FOR THE FOLLOWING CROPS:  
CORN, SOYBEANS, AND SMALL GRAINS**

**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 JDRProtector Crop Hail Insurance Policy; and all italicized and underlined words in this *endorsement* are defined terms having the meaning provided in this *endorsement*

**Endorsement Terms and Conditions**

This *endorsement* provides *coverage* for your insured crop in any *county* in any state and amends your *policy* as follows:

I. **Definitions.** Section I of the General Provisions of your *policy* is amended by adding the following:

*Stored crops* – Crops insured under your *policy* and for which you have paid the premium, that are stored in a structurally sound, completely enclosed storage bin or building facility owned or leased by you and under your direct care, custody or control.

*Flood* – Rising of water in lakes, rivers and streams, excluding waters controlled by any government water containment structures.

II. **Life of Policy.** For purposes of the *coverage* provided by this *endorsement* only, Section II of the General Provisions of your *policy* is amended as follows:

Section II B is deleted in its entirety and the following is inserted in its place applicable to this *endorsement*:

- B. For each insured crop, *coverage attaches* at the time the insured crop is placed in a structurally sound, completely enclosed storage bin or building facility owned or leased by you and under your direct care, custody or control except as follows:
1. No *coverage attaches* prior to 12:01 a.m. on the day following the day you and our licensed and authorized agent sign your *Application* for that crop;  
We will not be liable for any *loss* to any insured crop prior to the date *coverage attaches* as specified in this *policy*.

Section II D is amended by adding the following:

- D. 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* for *stored crop(s)* expires at the earliest of:
1. The date the insured crop is sold or otherwise marketed and is no longer in your direct care, custody, or control unless the terms of the sale transfer the risk of loss to the buyer prior to removal from your storage facility in which case *coverage* would expire at the time of sale;
  2. The date the insured crop is delivered to a commercial elevator or warehouse;
  3. The insured crop is no longer in your direct care, custody, or control; or

4. The time that insurance *attaches* to *your* subsequent year's crop but not later than June 1.

III. **Insured Perils.** Section IV. of the General Provisions of *your policy* is amended as follows:

Section IV A is amended by adding the following:

- A. 6. Theft by persons who are neither related to *you* nor have an interest in *your stored crop(s)*. Commission of a felony or trespassing on the property where the crops are stored which results in *damage* to the *stored crop* will be covered; provided, however that no such *damage* will constitute an insured *loss* unless *you* provide a copy of the complaint reported to *your* local law enforcement official.

Section IV C is amended by adding the following:

- C. This *endorsement* provides *coverage* for *your stored crops* resulting from any of the following causes of *damage* to the *stored crop* occurring during the *insurance period*:
  1. Fire or Lightning *damage*.
  2. Hail and wind storm *damage* to the *stored crop(s)* which occurs as a result of the direct force of wind or hail to the storage facility holding such crop(s).
  3. Accidental explosion that *damages* the *stored crop(s)*; provided, however, that no such *damage* will constitute an insured *loss* when the *damage* is caused by bursting or rupturing of the storage facility as a result of internal pressures of the *stored crop(s)*.
  4. Smoke *damage* to the *stored crop(s)* caused by one or more insured perils.
  5. Flood *damage*.

Section IV D is amended by adding the following:

- D. *Coverage* for *stored crops* is excess of any other valid and collectible insurance or payments. *We* will pay *your loss* from covered perils only in excess of indemnity payments from other sources. *You* must report all *losses* discovered involving unlawful activity immediately to local law enforcement officials.

IV. **Exclusions.** For purposes of the *coverage* provided by this *endorsement* only, Section V of the General Provisions of *your policy* is amended by adding the following:

- P. *Damage* to the insured *stored crop(s)* as a result of *your* neglect or failure to use reasonable means to save and preserve the *stored crop(s)*.

V. **Insured Crop, Acreage, Share, and Value Insured.** Section VI A of the General Provisions of *your policy* is amended by adding the following:

- A. 6. stored in a structurally sound, completely enclosed storage bin or building facility owned or leased by *you* and under *your* direct care, custody, or control.

VI. **Determination of Loss or Adjustment of Claim.** For purposes of the *coverage* provided by this *endorsement* only, Section X of the General Provisions of *your policy* is amended by adding the following:

- E. Any *indemnity* due on a crop insured under the storeguard *endorsement* shall be determined as follows:
- a. The *loss* shall be the production lost due to insured perils described herein divided by the total production (not just stored production) for the *policy* unit(s) for all *crop years* represented by the *stored crop*.
  - b. The *loss* shall be multiplied by the total liability for the policy unit, or units if the *stored crop* represents multiple units, on the current *crop year's Summary of Coverage* and then multiplied by *your* share in the crop.

**JDRProtector CROP HAIL INSURANCE POLICY**  
**SMALL GRAINS SPECIAL ENDORSEMENT**

**APPLICABLE TO THE FOLLOWING STATES: AR, CO, IA, ID, IL, IN, KY, MN, MO, MT, ND, NE, OH,  
OK, SD, TN, TX, WA, WI, WY**

**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 JDRProtector Crop Hail Insurance Policy.**

**Endorsement Terms and Conditions**

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

**I. Coverage Amendments and Policy Changes.** Section VIII B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

B. We will not revise *your Summary of Coverage* during a *crop year* if such revision would:

1. increase *your limit of insurance* per acre after *damage* or evidence of probable *loss* or increased hazard to *your* insured crop has occurred; or,
2. increase or decrease *your limit of insurance* per acre if the *amendment* requesting such revision is not received by the later of:
  - a. the *MPCI* acreage reporting date for *your* insured crop;
  - b. the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by *you* with *us* under a *MPCI* policy; or
  - c. if neither of the above deadlines applies, the following schedule will apply:

Beginning June 1 through June 15:

1. fall seeded *small grain* shall be eligible for revision by *amendment* subject to a maximum *limit of insurance* per acre reduction of fifty (50%) percent.
2. spring seeded *small grain* shall be eligible for revision by *amendment* to any degree.

After June 15, no further reduction of *your limit of insurance* per acre is allowed on *small grains*.

**Exception for Arkansas, Oklahoma, and Texas:**

B. We will not revise *your Summary of Coverage* during a *crop year* if such revision would:

1. increase *your limit of insurance* per acre after *damage* or evidence of probable *loss* or increased hazard to *your* insured crop has occurred; or,
2. increase or decrease *your limit of insurance* per acre if the *amendment* requesting such revision is not received by the later of:
  - a. the *MPCI* acreage reporting date for *your* insured crop;
  - b. the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by *you* with *us* under a *MPCI* policy; or
  - c. if neither of the above deadlines applies, the following schedule will apply:

Beginning April 16 through May 1:

1. fall seeded *small grain* shall be eligible for revision by *amendment* subject to a maximum *limit of insurance* per acre reduction of fifty (50%) percent.
2. spring seeded *small grain* shall be eligible for revision by *amendment* to any degree.

After May 1, no further reduction of *your limit of insurance* per acre is allowed on *small grains*.

**Exception for Kentucky and Tennessee:**

- B. We will not revise *your Summary of Coverage* during a *crop year* if such revision would:
1. increase *your limit of insurance* per acre after *damage* or evidence of probable *loss* or increased hazard to *your* insured crop has occurred; or,
  2. increase or decrease *your limit of insurance* per acre if the *amendment* requesting such revision is not received by the later of:
    - a. the *MPCI* acreage reporting date for *your* insured crop;
    - b. the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by *you* with *us* under a *MPCI* policy; or
    - c. if neither of the above deadlines applies, the following schedule will apply:

## Beginning May 1 through May 15:

1. fall seeded *small grain* shall be eligible for revision by *amendment* subject to a maximum *limit of insurance* per acre reduction of fifty (50%) percent.
2. spring seeded *small grain* shall be eligible for revision by *amendment* to any degree.

After May 15, no further reduction of *your limit of insurance* per acre is allowed on *small grains*.

**JDRProtector CROP HAIL INSURANCE POLICY**  
**COTTON WIND ENDORSEMENT**

APPLICABLE TO THE FOLLOWING STATES: AR, MO, TN

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

THIS ENDORSEMENT DOES NOT INCREASE THE LIABILITY PROVIDED BY THE CROP HAIL POLICY  
TO WHICH THIS ENDORSEMENT ATTACHES.

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of your JDRProtector Crop Hail Insurance 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 your insured crop in any county in any of the above-identified states, your policy is amended as follows:

**I. Definitions.** Section I of the General Provisions of your policy is amended by the addition of the following definitions applicable to this *endorsement*:

harvest – for purposes of the *coverage* afforded by this *endorsement* only, harvest is the first mechanical removal of the cotton lint from the plant.

open boll – exposed cotton lint

wind – for purposes of the *coverage* afforded by this *endorsement* only, a naturally occurring weather phenomenon with sufficient intensity so as to physically remove the lint cotton from open bolls on unharvested cotton.

**II. Life of Policy.** Section II of the General Provisions of your policy is amended as follows:

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

B. For each insured crop, *coverage attaches* at the time the insured crop is clearly visible above the ground except as follows:

1. No *coverage attaches* prior to 12:01 a.m. on the day following the day you and our licensed and authorized agent sign your *Application* for that crop; and
2. *coverage attaches* when a majority of the cotton has open bolls but not prior to August 15<sup>th</sup> of the current *crop year*.

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

Section II C is deleted in its entirety and the following is 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, *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. December 1<sup>st</sup> of the current *crop year*.

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

**III. Insured Perils.** Section IV of the General Provisions of *your policy* is amended by adding the following new provision following Section IV A 5:

A.6 *Damage* that occurs as a sole and direct result of wind or rain that physically removes the lint cotton from open bolls on unharvested cotton from the stalk.

**IV. Causes of Damage That Are Not Insured Perils.** Section V of the General Provisions of *your policy* is amended as follows:

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

B. caused by snow, sleet, freezing rain, earthquake, flood, mud slide, soil erosion, volcanic eruption, sinkhole collapse, heat, drought, freeze, plant disease (specifically including, but not limited to, any disease that is secondary to, or the onset of which is facilitated by *damage* caused by hail striking the insured crop), pests or infestations of any kind, unless otherwise specifically provided in an *endorsement* to this *policy* for which additional premium is charged;

Section V I is deleted in its entirety and the following is inserted in its place:

I. to any portion of the insured crop otherwise recoverable by harvesting equipment including, but not limited to, *damage* resulting from failure to harvest mature cotton;

Section V is amended by adding the following new provision following Section V O:

P. caused by boll or stem rot, whether or not accompanied by *wind*;

Q. caused by bent or broken stalks, limbs, or roots or where *damage* to an insured crop is caused by plants that have been uprooted; and

R. where fruit has not matured.

**V. Duties After Damage.** Section IX B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

B. If you have reason to believe *damage* to your insured crop has occurred which may result in a *loss* under this *policy*, we will not be liable to you and you will not receive any *indemnity* unless you:

1. Provide written notice to us within 72 hours after your insured crop suffers *damage* from an *insured peril*, including:
  - a. the date, probable cause of *damage* and location of the insured crop which has suffered *damage*;
  - b. your name;
  - c. the *policy* number; and
  - d. the name of all other insurance companies providing any insurance for the insured crop and the amount of insurance provided by each.

**VI. Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of *your policy* is amended by adding the following new provisions following Section X D:

E. If your *coverage* for an insured crop is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay you for *loss* to that insured crop shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that insured crop. Your *indemnity* on a *damaged* insured crop in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that insured crop for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

**VII. Coverage Plans.** The plans of insurance authorized under this *endorsement* and referred to in Section X of the General Provisions of *your policy* as amended by this *endorsement* are:

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**EXCESS OVER 10% LOSS - (SYMBOL: XS10)**

You shall not be entitled to any *indemnity* for *damage* to your insured crop until the *loss* exceeds 10%. Once the *loss* exceeds 10%, the payable *loss* shall be the actual *loss* in excess of 10%.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	25%	50%	70%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	15%	40%	60%	65%	70%	80%	90%

**JDRProtector CROP HAIL INSURANCE POLICY**  
**COTTON MODULE COVER ENDORSEMENT**

APPLICABLE TO COTTON FOR THE FOLLOWING STATE(S): AL, AR, CA, GA, FL, LA, MS, NC,  
OK, SC, TN, VA

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

THIS ENDORSEMENT DOES NOT INCREASE THE LIABILITY PROVIDED BY THE CROP HAIL POLICY  
TO WHICH THIS ENDORSEMENT ATTACHES.

**THIS ENDORSEMENT HAS A 72-HOUR AFTER-DAMAGE NOTICE REQUIREMENT**

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of *your JDRProtector Crop Hail Insurance 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 *your insured crop* in any *county* in any state, *your policy* is amended as follows:

I. **Definitions.** Section I of the General Provisions of *your policy* is amended by adding the following:

*cotton module* – a compact unit of harvested cotton measuring approximately 8 feet in width and 32 feet in

length. Four (4) *round modules* with a three (3) to six (6) inch gap between each *round module* equate to one cotton module.

*cotton module builder* – machine used in the harvest and processing of cotton to form cotton into compacted modules in the field.

*round module* - a compact, round, poly-wrapped unit of harvested cotton.

*tarp* - A cover that is cinched with buckles and fasteners for protecting the top portion of a cotton module from weather elements. A poly-wrapped *round module* will be considered *tarped*.

*unit* – The same grouping of farms or fields used to determine your coverage guarantee under *your* MPCI policy

*wind* – for purposes of this *endorsement*, a naturally occurring weather phenomenon with sufficient intensity so as to physically remove the cotton lint from the module(s).

II. **Life of Policy.** For purposes of the *coverage* provided by this *endorsement* only, Section II of the General Provisions of *your policy* is amended as follows:

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

B. Coverage attaches at the time the *cotton module builder* is removed from the *cotton module* and the module is *tarped* except no *coverage attaches* prior to 12:01 a.m. on the day following the day *you* and *our* licensed and authorized agent sign *your Application* for that crop.

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

Section II C is deleted in its entirety and the following is 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, *coverage* for the *insured crop* expires at the earliest of:
1. The date cotton gin personnel making contact with the cotton module for the purpose of loading;
  2. The date the *insured crop* is no longer in *your* direct care, custody, or control; or
  3. December 31<sup>st</sup> for the following states: AR, LA, MS, AL, TN, GA, FL, SC, NC, and VA;  
or  
January 31<sup>st</sup> of the succeeding *crop year* for the following states: CA and OK.

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

III. **Insured Perils.** For purposes of the *coverage* provided by this *endorsement* only, Section IV of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- A. This *policy* provides *coverage* against unavoidable *loss* to *your insured crop* resulting from any of the following causes of *damage* occurring during the *insurance period*:
1. Wind damage which occurs as a result of the direct force of wind to the cotton module(s);
  2. *Damage* that occurs as a direct result of a fire or lightning strike where such a fire lightning strike originates on *your insured crop* acreage and where *your insured cotton module* is spaced at least 16 feet apart or greater in any direction from the next nearest cotton module;
  3. Vandalism and malicious mischief which is promptly reported to local law enforcement officials. No such *damage* will constitute *loss* unless *you* provide a copy of such timely complaint with *your crop hail worksheet*, and then only to the extent that such *damage* is in excess of any other valid and collectible insurance or payments; and
  4. Fire department service charge not to exceed \$500.00 incurred by *you* when the fire department is called to save or protect *your insured crop*.
- B. A minimum qualifying *loss* of 5% per cotton module will apply to *loss* caused by wind, fire, lightning, or vandalism. Once the *loss* qualifier is met, no deductible will apply. No *loss* qualifier or deductible will apply for fire department service charges. In no event shall the *indemnity* resulting from an *insured peril* exceed the lesser of the *limit of insurance* or *your* ultimate net *loss* sustained from *insured perils* with the exception of fire department service charges.
- C. *Coverage* for *your insured crop* is excess of any other valid and collectible insurance or payments. We will pay *your loss* from covered perils only in excess of indemnities or payments from other sources, including but not limited to insurance policies the gin may have in place to cover *your cotton modules*. The sum of these indemnities or payments will not exceed the lesser of *your loss* or the *limit of insurance* shown on *your Summary of Coverage*. You must report all *losses* discovered involving unlawful activity promptly to a local law enforcement official.

IV. **Exclusions.** For purposes of the *coverage* provided by this *endorsement* only, Section V. of the General Provisions of *your policy* is amended as follows:

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

- B. caused by snow, sleet, rain, freezing rain, earthquake, flood, mud slide, soil erosion, volcanic eruption, sinkhole collapse, heat, drought, freeze, plant disease (specifically including, but not limited to, any disease that is secondary to, or the onset of which is facilitated by *damage* caused by hail striking the *insured crop*), pests or infestations of any kind, unless otherwise specifically provided in an *endorsement* to this *policy* for which additional premium is charged;

Section V is amended by adding the following new provisions following Section V O:

- P. *Damage* to the insured cotton module(s) as a result of *your* neglect or failure to use reasonable means to save and preserve the insured cotton module(s).
- Q. *Damage* to the insured cotton module(s) as a result of worn or unsuitable tarps.
- V. **Insured Crop, Acreage, Share, and Value Insured.** For purposes of the *coverage* provided by this *endorsement* only, Section VI A of the General Provisions of *your policy* is amended by adding the following:
- A. 6. a cotton module.
- VI. **Duties After Damage.** For purposes of the *coverage* provided by this *endorsement* only, Section IX B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:
- B. If *you* have reason to believe *damage* to *your insured crop* has occurred which may result in a *loss* under this *policy*, *we* will not be liable to *you* and *you* will not receive any *indemnity* unless *you*:
1. Provide written notice to *us* within 72 hours after *your insured crop* suffers *damage* from an *insured peril*, including:
    - a. the date, probable cause of damage, and location of the *insured crop* which has suffered *damage*;
    - b. *your* name;
    - c. the policy number; and
    - d. the other insurance companies providing any insurance for the *insured crop* and the amount of insurance provided by each.
- VII. **Determination of Loss or Adjustment of Claim.** For purposes of the *coverage* provided by this *endorsement* only, Section X B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:
- B. The amount payable to *you* for *damage* to *your insured crop* will be the result of the following formula:
1. Calculate the maximum value of each module within a unit:
    - a. From the gin tickets, calculate the total production (in pounds) from the unit;
    - b. From the gin tickets, identify the total number of modules from the unit;
    - c. Divide subparagraph a. by subparagraph b. to arrive at the total number of pounds per module; and
    - d. Multiply the result of subparagraph c. times the MPCCI APH cotton price for the current *crop year* to arrive at a value per module.
  2. Calculate the *loss* and the *indemnity*:
    - a. From the gin ticket for the damaged module, identify the total number of pounds;
    - b. Subtract subparagraph a. from the result of subparagraph 1.c.;
    - c. Divide the result of subparagraph b. by the result of subparagraph 1.c.;

- d. Multiply the result of subparagraph c. times the result of subparagraph 1.d times *your* share.

If multiple modules are *damaged* within the same unit, we will use the average *loss* to determine the potential *indemnity*.

When calculating the *indemnity*, round modules will be calculated separately from traditional cotton modules.

We will not pay more than the value of the cotton module, as determined by us. No *indemnity* may exceed the *limit of insurance* stated in *your Summary of Coverage*.

- VIII. **Replant.** For purposes of the *coverage* provided by this *endorsement* only, Section XI of the General Provisions of *your policy* is deleted in its entirety.
- IX. **Crop Exceptions.** For purposes of the *coverage* provided by this *endorsement* only, Section XII of the General Provisions of *your policy* is deleted in its entirety.

**Example**

Limit of Insurance:	\$600/ac
Planted Acres in Unit:	150
MPCI price	\$0.53/lb
Share	100%
Gin’s Insurance	5 bale deductible

Gin Tickets

- Total lint production: 150,000 lbs
- Total # of modules: 25
- Total lint production (damaged module): 3,000 lbs

Step 1: Determine maximum value of each module.

Calculate number of lint pounds per module:	$150,000/25 = 6,000$ lbs
Calculate maximum value of each module (cap)	$6,000 * \$0.53 = \$3,180$

Step 2: Determine percent of damage and indemnity.

$$6,000 - 3,000 = 3,000 \text{ lbs deficiency}$$

$$3,000/6,000 = 0.50 \text{ or } 50\% \text{ damage}$$

$$\$3,180 \text{ module value} * 50\% \text{ damage} * 100\% \text{ share} = \$1,590 \text{ potential indemnity}$$

$$\text{Gin’s payment} = \$318$$

$$\text{Final indemnity} = \$1,590 \text{ potential indemnity} - \$318 \text{ gin payment} = \$1,272$$

# JDRProtector CROP HAIL INSURANCE POLICY

## 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 JDRProtector Crop Hail Insurance 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 any state, *your policy* is amended as follows:

#### I. Definitions. Section I of the General Provisions definitions of *your policy* are amended as follows:

*amendment* – a form requesting a change in *your coverage* under this *policy* signed by *you* and incorporated by *us* into *your Schedule of Insurance*.

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

*policy* - this written contract between *you* and *us* consisting of the accepted *Application, Schedule of Insurance*, 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) *Schedule of Insurance* with (1) controlling (2), (2) controlling (3), etc.

Summary of Coverage is deleted in its entirety and the following is inserted in its place:

*Schedule of Insurance* - the most current list of *insured crops*, locations, amounts of *coverage* and other information obtained from *your* most recent accepted *Application* with respect to each *insured crop*, and any applicable *amendments*

#### II. Cancellation of Insurance. Section III C of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

C. If no *coverage* is in effect or if no premium is earned on this *policy* for three (3) consecutive *crop years*, this *policy* will terminate automatically without any requirements of notice on December 31 of the year which is the third consecutive year in which *your Schedule of Insurance* does not include any *insured crop*, or no premium is earned for this *policy*.

#### III. Exclusions. Section V G of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

G. after the *insured crop* has been sold to any person or entity other than *you* even though the *insured crop* remains on the location listed on *your Schedule of Insurance* except as otherwise expressly provided in Section XIII;

#### IV. Insured Crop, Acreage, Share and Value Insurance. Section VI of the General Provisions of *your policy* is amended as follows:

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

- A. *Your insured crop* for each *crop year* will be each crop identified in *your Schedule of Insurance* and which is:
1. the first crop of that type planted, or that same type of crop *replanted* in the same location following uninsured *damage* to the crop initially planted;
  2. of a type or variety approved by *us* as insurable;

3. a crop in which *you* have a *share* at the time of *loss*, as reported by *you* or as determined by *us*, whichever *we* elect;
4. actually planted on acres identified in *your Schedule of Insurance*, and which:
  - a. have not been strip-mined;
  - b. are not interplanted with another crop without *our consent*; and
  - c. are not used primarily for wildlife protection or management; and
5. permitted by *us* to be insured under this *policy*.

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

- B. All acres of the *insured crop you* grow in the *county* must be insured under this *policy* and reported by *you* to *us*. When *your* actual planted acreage of any *insured crop* during any *crop year* is more or less than the number of acres stated in the *Schedule of Insurance* for that *insured crop* during that *crop year*, the *limit of insurance* per acre for that *insured crop* will be the quotient resulting from dividing the total amount of insurance indicated on the *Schedule of Insurance* for that *insured crop* by *your* actual planted acreage of that *insured crop* in the township for harvest during the *crop year* the *loss* occurs subject to any maximum liability per acre established by *us* in *our* underwriting guidelines for the *insured crop*.

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

- C. The unit of insurance for determining any *indemnity* due is an acre. This means that the *limit of insurance* for any *loss* to any acre for any *crop year* may not exceed the *limit of insurance* per acre stated in the *Schedule of Insurance* or as properly prorated under Section VI B.

Section VI D is deleted in its entirety and the following is inserted in its place:

- D. Except as provided in Section VI B and VI E, the *limit of insurance* per acre during each *crop year* shall be as shown on *your Schedule of Insurance*. Once established, the *limit of insurance* per acre will not be reduced during a *crop year* after *coverage attaches* to the *insured crop* except for proration purposes in accordance with Section VI B, by an *amendment* in accordance with Section VIII or *we* determine the *limit of insurance* per acre on *your insured crop* is not reasonable. *Your limit of insurance* during a particular *crop year* for an *insured crop* under this *policy* will be the product of multiplying (i) the number of *your* actual planted acres of that *insured crop* during that *crop year*, (ii) the *limit of insurance* per acre for that *insured crop* at the time of the *loss*, and (iii) *your share* of that *insured crop* during that *crop year*.

Section VI H is deleted in its entirety and the following is inserted in its place:

- H. *You* may add a crop to *your Schedule of Insurance* only by submitting an *Application* by established deadlines.

Section VI I is deleted in its entirety and the following is inserted in its place:

- I. 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 take other action pursuant to Section XVII. This may result in a revision of *your coverage* if the information *you* report is not correct. At any time *we* may inspect any *insured crop* and any location listed on *your Schedule of Insurance*. *You* will allow any person assigned by *us* access to examine and inspect any *insured crop* or location listed on *your Schedule of Insurance* as often as *we* may require.

**V. Coverage Amendments and Policy Changes.** Section VIII of the General Provisions of *your policy* is amended as follows:

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

- A. Unless this *policy* is cancelled according to Section III prior to the beginning of a *crop year* for *your insured crop(s)*, and without regard to the most recent *Schedule of Insurance*, the *limit of insurance* per acre and type of *coverage* indicated on *your* most recent accepted *Application* with respect to each *insured crop*

will carry over into each subsequent *crop year* and the premium due will be based on each subsequent *crop year's* rates and will be due and payable to *us* as otherwise provided herein, except as may otherwise result from an *amendment* to this *policy*.

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

B. *We* will not revise *your Schedule of Insurance* during a *crop year* if such revision would:

1. increase *your limit of insurance* per acre after *damage* or evidence of probable *loss* or increased hazard to *your insured crop* has occurred; or,
2. increase or decrease *your limit of insurance* per acre if the *amendment* requesting such revision is not received by the later of:
  - a. the *MPCI* acreage reporting date for *your insured crop*;
  - b. the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by *you*; or
  - c. if neither of the above deadlines applies, November 30 for a fall-seeded crop and July 15 for a spring-seeded crop.

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

C. *We* also will not revise *your Schedule of Insurance* if *we* receive *your* request to revise *your Schedule of Insurance* more than 48 hours after *you* have signed and dated that request.

Section VIII D is deleted in its entirety and the following is inserted in its place:

D. Any new *Schedule of Insurance* will become effective at 12:01 a.m. on the day following the day the last of *you* and *our* licensed and authorized agent signed *your amendment*.

Section VIII F is deleted in its entirety and the following is inserted in its place:

F. *We* will extend *your Schedule of Insurance* from the previous *insurance period* until *we* receive *your amendment* to revise *your Schedule of Insurance* but not later than the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded). During this period of extension *we* will insure any *MPCI* insurable crop not grown during the previous *insurance period*, and not identified on *your* previous *insurance period's Schedule of Insurance*, that *you* substitute in part or in full on the acreage of the crop insured during the previous *insurance period*. The amount of insurance on the substitute crop will not exceed the *limit of insurance* per acre which the premium established by the previously *insured crop* can purchase at the current *crop year's* rates for the substitute crop. *We* reserve the option to provide a lower *limit of insurance* per acre based upon current market prices and customary yields for such crop on those acres.

**VI. Duties After Damage.** Section IX H 2 of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

2. *We* will pay *your loss* to *you*, in accordance with *your* most recent *Schedule of Insurance*, 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* responsibilities under this Section IX on *your* behalf.

**VII. Determination of Loss or Adjustment of Claim.** Section X B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- B. The amount payable to *you* for *damage* to *your insured crop* will be the *loss* per acre determined by *us*, adjusted by *your coverage* and *limit of insurance* per acre as set forth in the *Schedule of Insurance* based on the insurance plan *you* elected. No *indemnity* may exceed the liability stated in the *Schedule of Insurance*.

**VIII.Replant.** Section IX B 1 a of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- a. *You* will be paid for *your* actual cost to *replant* the crop that suffered *damage*, provided, however, such payment will not exceed 20% of the *limit of insurance* per acre reflected on *your Schedule of Insurance*. The amount paid by *us* under this Option One will not reduce *your limit of insurance* per acre on the acres *you replant*. *Coverage* will *attach* on the acres *you replant* according to Section II of this *policy*.

**IX. Error and Omissions.** Section XVI of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

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 *Schedule of Insurance*, *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*.



## Schedule of Insurance

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

JDRP@JohnDeere.com · John Deere Risk Protection · 6400 N.W. 86th St. · P.O. Box 6680 · Johnston, IA 50131-6680

<u><b>Insured Information</b></u>          POA:	<u><b>Policy Information</b></u> Policy: State: County: Crop Year: Loss Payable:	<u><b>Agency Information</b></u>          Agency Code:
---	---	--

Group	Section(s)	Twp Rng	Plan Share	Plan Description Other Person(s) Sharing	Crop Farm Name	Practice Type	Eff. Date	Insurable Acres	Unins. Acres Reason*	Coverage \$ Liability	Rate Premium

**Crop Totals:**

**This Is Not A Bill**

**Total Premium:**

\* Uninsurable Acre Reason Code Descriptions

- 01 - CROP DID NOT EMERGE
- 02 - PRIOR HAIL DAMAGE
- 03 - DID NOT COME OUT OF DORMANCY
- 04 - FAILURE OF WATER SUPPLY
- 05 - NOT HYBRID RICE
- 06 - DOES NOT MEET APH REQUIREMENT
- 07 - CRANBERRY BOG RENOVATION/MOWED
- 08 - DESTROYED PRIOR TO HAIL ATTACH

**JDRProtector CROP HAIL INSURANCE POLICY**  
**OPTIONAL WIND ENDORSEMENT**

**APPLICABLE TO CORN FOR THE FOLLOWING STATE(S): AR, MO**

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

THIS ENDORSEMENT DOES NOT INCREASE THE LIABILITY PROVIDED BY THE CROP HAIL POLICY  
TO WHICH THIS ENDORSEMENT ATTACHES.

**THIS ENDORSEMENT HAS A 48-HOUR AFTER-DAMAGE NOTICE REQUIREMENT,  
A MANDATORY DEDUCTIBLE & IS NOT CONTINUOUS**

**All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of your JDRProtector Crop Hail Insurance 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 *your insured crop* in any *county* in any of the above-identified states, *your policy* is amended as follows:

**I. Definitions.** Section I of the General Provisions of *your policy* is amended by the addition of the following definitions applicable to this *endorsement*:

R6 stage of growth – point in time at which the hard starch layer has completely advanced to the cob and a black or brown abscission layer has formed.

wind – for purposes of this *endorsement*, an exposure to wind, the velocity of which is in excess of thirty (30) miles per hour, which is the direct cause of *damage* by flattening, bending, or breaking of the stalk causing the ear to be unrecoverable by mechanical harvesting equipment.

**II. Life of Policy.** Section II of the General Provisions of *your policy* is amended as follows:

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

A. For purposes of this *endorsement*, wind coverage shall only apply for a single *crop year*. This *policy* becomes effective with respect to each *insured crop* at 12:01 a.m. on the day following the day *you* and *our* licensed and authorized agent sign *your Application* for that *insured crop*. The *policy* being in effect and *coverage* being in force are not the same; *coverage* is in force for an *insured crop* from the date *coverage attaches* for that crop to the date *coverage* expires for that crop.

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

B. For each *insured crop*, *coverage attaches* at the time the *insured crop* is clearly visible above the ground except as follows:

1. No *coverage attaches* prior to 12:01 a.m. on the day following the day *you* and *our* licensed and authorized agent sign *your Application* for that crop; and
2. No *coverage attaches* prior to when *your insured crop* has reached the seventh-leaf (V7) stage of growth.

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

Section II C is deleted in its entirety and the following is 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, *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*;
4. The date when *your insured crop* reaches the R6 stage of growth; or
5. September 1<sup>st</sup> of the current *crop year*.

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

**III. Insured Perils.** Section IV of the General Provisions of *your policy* is amended by adding the following new provision following Section IV A 5:

A.6 *Damage* that occurs as a direct result of wind.

**IV. Exclusions.** Section V of the General Provisions of *your policy* is amended as follows:

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

- B. caused by snow, sleet, freezing rain, rain, earthquake, flood, mud slide, soil erosion, volcanic eruption, sinkhole collapse, heat, drought, freeze, plant disease (specifically including, but not limited to, any disease that is secondary to, or the onset of which is facilitated by *damage* caused by hail striking the *insured crop*), pests or infestations of any kind, unless otherwise specifically provided in an *endorsement* to this *policy* for which additional premium is charged;

Section V is amended by adding the following new provisions following Section V O:

- P. *loss* due to reduced yield or grain quality because of indirect *damage* that may be caused by wind such as: tipped or elbowed stalks when ears are recovered; pollination problems; ear size or ear drop; defoliation; barren stalks; uprooted stalks; other indirect *damage*; and
- Q. caused, indirectly or directly, by any other contributing causes of *damage* including, but not limited to, other uninsured weather perils, animals, mechanical cultivation which results in damaged roots, insects, disease, chemicals (whether labeled for usage or not), improper timing of chemical application, failure of the ears to pollinate, or *your* failure to harvest *your insured crop(s)* in a timely manner. For purposes of this *endorsement*, *loss* caused by any of the aforementioned perils shall be considered primary and wind shall be considered secondary and, therefore, no *loss* due to wind will be payable.

**V. Insured Crop, Acreage, Share and Value Insured.** Section VI A of the General Provisions of *your policy* is amended by adding the following new provision following Section VI A 5:

A.6. for purposes of this *endorsement*, wind coverage to the *insured crop(s)* shall be limited to commercial field corn grown for grain. All other types of corn, including but not limited to: blue corn; popcorn; high-amylose corn; high-oil corns; sweet corn; seed corn; and white corn are specifically excluded from *coverage*.

**VI. Coverage Amendments and Policy Changes.** For purposes of the *coverage* afforded by this *endorsement* only, Section VIII A and VIII F of the General Provisions of *your policy* are deleted in their entirety.

**VII. Duties After Damage.** For purposes of the *coverage* afforded by this *endorsement*, Section IX B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- B. If you have reason to believe *damage* to *your insured crop* has occurred which may result in a *loss* under this *policy*, we will not be liable to you and you will not receive any *indemnity* unless you:
1. Provide written notice to *us* within 48 hours after *your insured crop* suffers *damage* from an *insured peril*, including:
    - a. the date, probable cause of *damage* and location of the *insured crop* which has suffered *damage*;

- b. *your* name;
- c. the policy number; and
- d. the other insurance companies providing any insurance for the *insured crop* and the amount of insurance provided by each.

**VIII. Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of *your policy* is amended by adding the following new provisions following Section X D:

E. If *your coverage* for an *insured crop* is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay you for *loss* to that *insured crop* shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that *insured crop*. *Your* indemnity on a *damaged insured crop* in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that *insured crop* for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

**IX. Replant.** Section XI A of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

A. If an *insured crop* suffers *damage* from an *insured peril*, other than wind, you may *replant* the *insured crop*. To be eligible for an *indemnity* or *other payment* with respect to such *damage*, however, you must notify us of *your intent* to *replant* prior to preparing the land to *replant* or otherwise destroying any portion of the *insured crop*. If you *replant* prior to our adjuster inspecting the *damage* to your *insured crop*, you must leave representative samples as outlined in Section IX F. Failure to leave representative samples will forfeit *your* right to any potential *indemnity* or *other payment* with respect to the *crop you replant*.

**X. Coverage Plans.** The plans of insurance authorized under this *endorsement* and referred to in Section X of the General Provisions as amended by this *endorsement* are:

**EXCESS OVER 10% LOSS-DISAPPEARING AT 50% PROVISION - (SYMBOL: DXS10)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss* exceeds 10%. For *loss* in excess of 10% but less than or equal to 50%, the payable *loss* shall be the actual *loss* in excess of 10% multiplied by 1.25. For *loss* in excess of 50%, the payable *loss* shall be the actual *loss*.

**INDEMNITY PAYMENT EXAMPLES:**

Actual Loss	1%	5%	10%	20%	30%	50%	70%	80%	90%	100%
Net % Payable	0%	0%	0%	12.5%	25%	50%	70%	80%	90%	100%

**EXCESS OVER 10% LOSS, EHA-DISAPPEARING AT 50% PROVISION - (SYMBOL: DXS10)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop* until the *loss* exceeds 10%. For *loss* in excess of 10% but less than or equal to 50%, the payable *loss* shall be the actual *loss* in excess of 10% multiplied by 1.25. For *loss* in excess of 50%, the payable *loss* shall be the actual *loss*. An extra harvest allowance shall be paid in the amount of an additional 6% of the liability per acre for each acre *damaged* of your *insured crop* when *damage* by wind results in additional harvest expense, as determined by us.

**EXCESS OVER 10% LOSS - INCREASING PAYMENT PROVISION - (SYMBOL: XS10IP)**

You shall not be entitled to any *indemnity* for *damage* to your *insured crop*, applicable to each unit, until the *loss* exceeds 10%. The payable *loss* shall be the actual *loss*, in excess of 10% plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 1.0% of *loss* for each percent by which the actual *loss* exceeds 70%, until the aggregate *loss* equals 100%.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	50%	70%	72%	75%	80%	90%	100%
Net % Payable	0%	0%	0%	40%	60%	64%	70%	80%	100%	100%

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**EXCESS OVER 10% LOSS, EHA - INCREASING PAYMENT PROVISION - (SYMBOL: XS10IP)**

You shall not be entitled to any *indemnity* for *damage to your insured crop*, applicable to each unit, until the *loss exceeds* 10%. The payable *loss* shall be the actual *loss*, in excess of 10% plus any extra allowance that may apply. An extra allowance shall be paid in the amount of an additional 1.0% of *loss* for each percent by which the actual *loss* exceeds 70%, until the aggregate *loss* equals 100%. An extra harvest allowance shall be paid in the amount of an additional 6% of the liability per acre for each acre *damaged of your insured crop* when *damage by wind* results in additional harvest expense, as determined by *us*.

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**EXCESS OVER 20% LOSS - DISAPPEARING AT 100% PROVISION - (SYMBOL: DXS20)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 20%. Once the *loss* exceeds 20%, the payable *loss* shall be the actual *loss* in excess of 20% multiplied by 1.25.

INDEMNITY PAYMENT EXAMPLES:

Actual Loss	1%	5%	10%	15%	20%	30%	50%	75%	90%	100%
Net % Payable	0%	0%	0%	0%	0%	12.5%	37.5%	68.8%	86.8%	100%

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**EXCESS OVER 20% LOSS, EHA - DISAPPEARING AT 100% PROVISION - (SYMBOL: DXS20)**

You shall not be entitled to any *indemnity* for *damage to your insured crop* until the *loss exceeds* 20%. Once the *loss* exceeds 20%, the payable *loss* shall be the actual *loss* in excess of 20% multiplied by 1.25. An extra harvest allowance shall be paid in the amount of an additional 6% of the liability per acre for each acre *damaged of your insured crop* when *damage by wind* results in additional harvest expense, as determined by *us*.



SERFF Tracking Number: AGNY-125953046 State: Arkansas  
Filing Company: The Insurance Company of the State of Pennsylvania State Tracking Number: #? \$50  
Company Tracking Number: CH-09-03-F  
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured Only  
Product Name: 2009 Arkansas Crop-Hail Form Filing  
Project Name/Number: Crop-Hail Insurance /CH -09-03-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 01/09/2009

**Comments:**

**Attachments:**

AR Transmittal.doc.pdf  
ISOP Authorization Letter.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

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

5.	Company Tracking Number	CH-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-Hail
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Crop-Hail 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 9, 2009    Renewal:
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	

18.	Company's Date of Filing	January 7, 2009
19.	Status of filing in domicile	<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—

20.	This filing transmittal is part of Company Tracking #	CH-09-03-F
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21.	Filing Description [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-Hail Form Filing  
 Our File Number: CH-09-03-F

Dear Ms. Bowman:

Attached for your review and approval is our 2009 Crop-Hail 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 15, 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 #: 1479341 (sent in separate mailing on 1/6/09)**  
**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>	CH-09-03-F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<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	01-05-00-0001-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	JDRProtector Policy	01-01-00-0001-09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Production Plan Endorsement – 105% APH	01-03-00-0004-2009	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Production Plan Endorsement – 110% APH	01-03-00-0002-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Mandatory Endorsement	01-06-00-0067-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Dollar Deductible Endorsement	01-03-00-0001-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Tree Fruit Endorsement	01-06-00-0029-2007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Arkansas Mandatory Endorsement	01-06-03-0010-2007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Mandatory Cotton Endorsement	01-06-00-0028-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Companion Plan Endorsement	01-03-00-0003-2004	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Storeguard Endorsement	01-06-00-0031-2007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Small Grains Special Endorsement	01-03-00-0013-2006	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Cotton Wind Endorsement	01-03-00-0017-2007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Cotton Module Cover Endorsement	01-03-00-0018-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Optional Wind Endorsement	01-03-03-0023-2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Summary Of Coverage	2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Schedule of Insurance	JDRPSAPE0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



**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.