

<i>SERFF Tracking Number:</i>	<i>GRTB-125986045</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2009-GACH-029 FORM</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>Crop Hail Insurance</i>		
<i>Project Name/Number:</i>	<i>Form Filing/2009-GACH-029 Form</i>		

Filing at a Glance

Company: Great American Insurance Company

Product Name: Crop Hail Insurance

TOI: 02.1 Crop

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

Filing Type: Form

SERFF Tr Num: GRTB-125986045 State: Arkansas

SERFF Status: Closed

Co Tr Num: 2009-GACH-029 FORM

Co Status:

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Authors: Dean Clarke, Jim McMillan Disposition Date: 01/13/2009

Date Submitted: 01/13/2009

Disposition Status: Approved

Effective Date Requested (New): 02/16/2009

Effective Date (New): 02/16/2009

Effective Date Requested (Renewal): 02/16/2009

Effective Date (Renewal): 02/16/2009

State Filing Description:

General Information

Project Name: Form Filing

Project Number: 2009-GACH-029 Form

Reference Organization: National Crop Insurance Services

Reference Title: Forms Filing

Filing Status Changed: 01/13/2009

State Status Changed: 01/13/2009

Corresponding Filing Tracking Number:

Filing Description:

Crop Hail Insurance - Form Filing

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number: 2009NCISCH-AR2

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

SERFF Tracking Number: GRTB-125986045 State: Arkansas
Filing Company: Great American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2009-GACH-029 FORM
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured
Only
Product Name: Crop Hail Insurance
Project Name/Number: Form Filing/2009-GACH-029 Form

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

Filing Company Information

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

SERFF Tracking Number: GRTB-125986045 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Insurance Company	\$50.00	01/13/2009	24985734

SERFF Tracking Number: GRTB-125986045 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/13/2009	01/13/2009

SERFF Tracking Number: *GRTB-125986045* *State:* *Arkansas*
Filing Company: *Great American Insurance Company* *State Tracking Number:* *EFT \$50*
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TOI: *02.1 Crop* *Sub-TOI:* *02.1001 Crop-Hail Non-Federally Reinsured*
Product Name: *Crop Hail Insurance* *Only*
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Disposition

Disposition Date: 01/13/2009

Effective Date (New): 02/16/2009

Effective Date (Renewal): 02/16/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTB-125986045 State: Arkansas
 Filing Company: Great American Insurance Company State Tracking Number: EFT \$50
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 TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured
 Only
 Product Name: Crop Hail Insurance
 Project Name/Number: Form Filing/2009-GACH-029 Form

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Crop Hail Application for Insurance	2655 F.18157B AR	03-08	Application/ New Binder/Enrollment			2655 F.18157B AR (03-08).pdf
Approved	Auto Hail Application for Insurance	F.18436	03-08	Application/ New Binder/Enrollment			F18436 Arkansas AH Application.pdf
Approved	Special Provisions	GAI-603 AR	01-09	Policy/Coverage Replaced Form	Replaced Form #: GAI-603 (12-07) Previous Filing #:		GAI-603 AR (01-09).pdf
Approved	Coverage Binder	GAI-1146 21	12-08	Policy/Coverage Replaced Form	Replaced Form #: GAI-1146 21 (01-07) Previous Filing #:		GAI-1146 21 (12-08).pdf



GREAT AMERICAN INSURANCE GROUP

- Great American Insurance Company
- Great American Alliance Insurance Company
- Great American Insurance Company Of New York
- Great American Lloyds (For Use In Texas Only)

POLICY # - _____ Pg ____ of ____

**CROP HAIL
APPLICATION FOR INSURANCE**

Check Applicable Box

- NEW APPLICATION
- RENEWING POLICY # _____
- REVISION TO CURRENT POLICY # _____

APPLICANT INFORMATION

IMPORTANT INFORMATION

AGENCY INFORMATION

Tax ID # _____ Personal Business
 Name: _____
 Address: _____
 City, St, Zip: _____
 Telephone: () _____ Cell: () _____
 Fax: () _____
 Email: _____

BINDER: Policy provisions shall take effect at 12:01 a.m. on the day immediately following the date you and the agent signed the application unless Agent provides us notice of completion of this application by Email or Fax in accordance with the instructions contained in our Crop-Hail manual, in which case Policy provisions shall take effect 2 hours after the time at which such notice is provided. However, if any acre of crop described in this application is damaged by any peril before the effective hour of this insurance, no insurance shall be in effect and within 72 hours after such damage you shall give us written notice and shall be entitled to return premium on such acre. This binder may be cancelled by us by written notice to you in accordance with the policy conditions.

Agt # _____
 Agency: _____
 Address: _____
 City, St, Zip: _____
 Lic.Agent: _____
 Telephone: () _____
 Fax: () _____
 Email: _____

Loss Payable To: _____

Line	FARM NAME	COUNTY	QTR	SEC(S)	TWP - RGE	INT	CROP	POLICY FORM	PRAC	ACRES	\$/ACRE	LIABILITY	RATE	PREMIUM
1														\$
2														\$
3														\$
4														\$
5														\$
6														\$
7														\$
8														\$
9														\$
10														\$

STATE: _____ TOTAL ACRES _____ TOTAL LIABILITY _____ TOTAL PREMIUM _____

UNDERWRITING QUESTIONS: (Please explain all 'Yes' answers)	YES	NO	PMP	%
1 Have any of the crops listed above been previously damaged by a peril covered under the policy you are applying for?	<input type="checkbox"/>	<input type="checkbox"/>	DISCOUNT	%
2 Have you purchased or applied for other like insurance on the same crops ? (Do Not Show MPC1)	<input type="checkbox"/>	<input type="checkbox"/>	NET PREMIUM \$	
If 'Yes' show Name of Company and coverage: (1) _____ / \$ _____ (2) _____ / \$ _____			Pay Now <input type="checkbox"/> Pay by 7/1 <input type="checkbox"/> Fall Pay <input type="checkbox"/>	
3 Do you have additional acres of the above crops not shown on this application ?	<input type="checkbox"/>	<input type="checkbox"/>	If Payment Attached:	
4 Set Date (Tobacco) / Stand Date (Cotton): _____			Check # _____ Date _____	
5 My interest in the crops is <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other _____			1.25% interest per month will be added to all premium unpaid within 30 days of due date.	

"NOTICE TO POLICYHOLDER - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

I declare the facts stated herein to be true.
 Signed By Applicant : _____
 At _____ am / pm on this day of _____ / _____ / _____

Signed By Licensed Agent: _____
 Agency Name: _____





GREAT AMERICAN INSURANCE GROUP

- Great American Insurance Company
- Great American Alliance Insurance Company
- Great American Insurance Company Of New York
- Great American Lloyds (For Use In Texas Only)

POLICY # - _____ Pg ____ of ____

AUTO HAIL
APPLICATION FOR INSURANCE
Check Applicable Box

NEW APPLICATION
 REVISION TO POLICY # _____
 CANCELLATION REQUEST

APPLICANT INFORMATION

IMPORTANT INFORMATION

AGENCY INFORMATION

Tax ID # _____ Personal Business
 Name: _____
 Address: _____
 City, St, Zip: _____
 Telephone: () _____ Cell: () _____
 Email: _____ Fax: () _____

I hereby request and authorize the Company to revise and update my Crop Hail Schedule of Insurance for the crops shown below using the information contained on my submission of my Multiple Peril Crop Insurance (MPCI) acreage report each year. I acknowledge that the coverage provided each season will be rated using the rates currently on file with the Department of Insurance, and I agree to pay the premium due. I further agree that as long as I have a MPCI policy in force with Great American Insurance Company of New York, this revision / update will occur automatically without any further request from me. This request shall remain in effect until superceded or canceled. If I should decide to revise or cancel this coverage, I agree to notify the Company in writing prior to the earliest MPCI Sales Closing Date applicable to any of the crops shown below. **Any submission of this form will supercede any prior submissions in their entirety.**

Agt # _____
 Agency: _____
 Address: _____
 City, St, Zip: _____
 Lic.Agent: _____
 Telephone: () _____
 Email: _____

Line	MPCI POLICY NUMBER	COUNTY	CROP	PRACTICES (SEE BELOW)	\$/ACRE	POLICY FORM	ENDORSEMENT	Prorate Coverage on Share (Y/N)	For Office Use Only
1									
2									
3									
4									
5									
6									
7									
8									

STATE: _____ 1.25% interest per month will be added to all premium unpaid within 30 days of the due date.

UNDERWRITING QUESTIONS: (Please explain all 'Yes' answers)	YES	NO	PRACTICES
1 Have any of the crops listed above been previously damaged by a peril covered under the policy you are applying for?			For all crops; you may have different coverage for Irrigated or Non-Irrigated acres by showing the practice as either Irr or Non-Irr.
2 Have you purchased or applied for other like insurance on the same crops? (Do not show MPCI)			
If 'Yes' show Name of Company and coverage: (1) _____ / \$ _____ (2) _____ / \$ _____			For soybeans only; if the MPCI actuarials show practices of FAC and NFAC, you may have different coverages by showing the practice as either FAC or NFAC.
3 Do you have additional acres of the above crops not shown on this application?			
4 My interest in the crops is <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Landlord <input type="checkbox"/> Other _____			If you do not specify otherwise, the coverage shown will apply to ALL PRACTICES

Notice To Policyholder: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I declare the facts stated herein to be true.
 Signed By Applicant : _____
 At _____ am / pm on this day of _____ / _____ / _____

Signed By Licensed Agent: _____
 Agency Name: _____



SPECIAL PROVISIONS

Arkansas

1. PERILS INSURED AGAINST.

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

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

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

Fire and Lightning coverage does not extend to cotton modules.

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

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

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

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

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

d. *Fire Department Service Charge*

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

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

2. CATASTROPHE LOSS AWARD.

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

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

3. CANNING BEANS AND CANNING PEAS.

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

4. CORN AND SORGHUM SEED PRODUCTION.

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

5. HAY, FORAGE AND GRASS CROPS.

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

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

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

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

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

- a. When any acre of crop is damaged by an insured peril to the extent that replanting is necessary, as determined by us, and you choose to replant to the same or a substitute crop, the percentage of loss will be the lesser of either:
 - (1) the percent of loss sustained to the original crop less any applicable deductible; or
 - (2) the insured's actual expense of replanting each acre to a like or substitute crop, not to exceed 20% of the insurance applying to each replanted acre.

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

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

7. CONTINUOUS COVERAGE

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

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

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

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

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

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

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

CONDITIONS:

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

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

8. STORED GRAIN COVERAGE

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

SECTION I. PERILS INSURED AGAINST

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

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

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

SECTION II. EXCLUSIONS

This coverage does not apply to any loss:

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

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

SECTION III. ELIGIBLE CROPS

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

SECTION IV. SUPPLEMENTAL COVERAGE

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

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

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

SECTION V. YOUR DUTY AFTER A LOSS

After a loss has occurred, you must:

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

SECTION VI. CO-INSURANCE CLAUSE

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

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

SECTION VII. OTHER INSURANCE

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

SECTION VIII. LIMIT OF INSURANCE

The Company shall not be liable for more than the amount of insurance for a specific kind of crop as set forth in the Schedule(s) of Insurance. Any prior loss to a crop, regardless of cause, will reduce the Limit of Insurance available for subsequent losses.

SECTION IX. BASIS OF SETTLEMENT

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

SECTION X. DEDUCTIBLE

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

SECTION XI. POLICY PERIOD

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

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

SECTION XII. DEFINITIONS

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

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

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

9. COTTON: ESCALATOR PROVISION.

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

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

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

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

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

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

10. EXPIRATION OF INSURANCE.

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

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

OPTIONAL PROVISION

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

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

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



COVERAGE BINDER

Various provisions in this endorsement may restrict or eliminate coverage. Read the entire endorsement carefully to determine what is and is not covered.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The *BINDER* clause contained in your Application for Crop-Hail Insurance, Application for Companion Hail Insurance, Application for Renewal Certificate, or Application For Endorsement Of A Term Policy, whichever applies; and the General Provisions, NCIS 3, are hereby replaced with the following:

BINDER - Policy Provisions shall take effect at *on the date and time determined in section (1) below*, however, if any acre(s) of crop described in this application is (are) damaged by any peril before the effective hour of this application, no insurance shall be in effect and within 72 hours after such damage you shall give us written notice and shall be entitled to return premium on such acre(s).

This binder may be canceled by us by written notice to you in accordance with the policy conditions.

- (1.) *Providing that "sufficient notice" of the application has been communicated to the Company in an "acceptable method" as defined below, coverage will be in effect two (2) hours following the date and time at which "sufficient notice" is received by the Company.*

"Sufficient notice" shall be notice, which includes the agent's name, the applicant's name and the legal description(s), crop type, acreage, policy form and amount of insurance applied for each line on the application.

"Acceptable methods" of communication shall be either:

- 1.) By sending an email containing all of the required information to: LawrenceCropHail@GAIC.COM; as well as sending the original completed and signed application by mail to our local service office within two business days. However, if a scanned copy of the signed application is attached to the email, then we do not need the original application mailed to us.
- 2.) By sending a facsimile transmission of the completed application to the local service office of Great American Insurance.
- 3.) By entering and submitting the application into Great American's GreatAg processing system.

If "sufficient notice" is not given in an "acceptable format" as stipulated above, or if the original completed and signed application is not mailed within two business days (if required in 1. above), the coverage shall be in effect at 12:01 am on the day following signing of the application by both the agent and the applicant.

<i>SERFF Tracking Number:</i>	<i>GRTB-125986045</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great American Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2009-GACH-029 FORM</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>Crop Hail Insurance</i>		
<i>Project Name/Number:</i>	<i>Form Filing/2009-GACH-029 Form</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTB-125986045 State: Arkansas
Filing Company: Great American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2009-GACH-029 FORM
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured
Only
Product Name: Crop Hail Insurance
Project Name/Number: Form Filing/2009-GACH-029 Form

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document- Property & Casualty **Review Status:** Approved 01/13/2009

Comments:
Completed TD-1 attached

Attachment:
PC TD-1.pdf

Satisfied -Name: Additional Supporting Documents **Review Status:** Approved 01/13/2009

Comments:
List of 2009 Crop Hail forms and applicable forms side-by-side are attached

Attachments:
Forms List.pdf
GAI-603 AR _12-07_ Redline.pdf
GAI-1146 21 _01-07_ Redline.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

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

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

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
-----------	--

		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

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

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

**CROP-HAIL APPROVED FORMS
FOR USE DURING THE 2009 SEASON
AND UNTIL REVISED OR WITHDRAWN**

ARKANSAS

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

Edition	Form No.	Name
2007	3	Crop-Hail Policy - General Provisions
2007	3AR	Arkansas Amendatory Endorsement
2002	511	Endorsement: Green Pack or Fresh Market Tomatoes (Including Staked Tomatoes)
2002	445	Endorsement: Tomatoes (Canning or Processing), Vegetable and Vine Crops
2009	577	Endorsement: Tree Fruits, Grapes, Bush Fruits and Berries - Excess Over 15% Loss
2007	457	Endorsement: Optional Fire and Lightning Coverage for Crops Planted in Small Grain Stubble
2008	757	Assignment of Indemnity

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

Edition	Form No.	Name
03/08	2655 F.18157B AR	Application for Crop-Hail Insurance & Declaration Page
01/09	GAI-603 AR	Crop-Hail Policy - Basic Form - Special Provisions
12/07	GAI-1132	Grain Fire Optional Endorsement
02/07	GAI-1142	Deletion of Escalator Clause Optional Endorsement
12/08	GAI-1146 21	Coverage Binder Mandatory Endorsement
02/07	GAI-1156 21	Cotton Open Boll Optional Endorsement
01/07	GAI-1157 21	Deletion of Soybean Replant Optional Endorsement
03/08	F.18436	Auto Hail Application for Insurance
02/07	GAI-1160	Cotton Module Coverage Endorsement
		Notice of Loss

SPECIAL PROVISIONS

Arkansas

1. PERILS INSURED AGAINST.

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

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

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

Fire and Lightning coverage does not extend to cotton modules.

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

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

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

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

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

d. *Fire Department Service Charge*

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

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

2. CATASTROPHE LOSS AWARD.

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

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

3. CANNING BEANS AND CANNING PEAS.

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

4. CORN AND SORGHUM SEED PRODUCTION.

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

5. HAY, FORAGE AND GRASS CROPS.

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

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

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

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

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

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

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

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

7. CONTINUOUS COVERAGE

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

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

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

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

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

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

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

CONDITIONS:

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

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

8. STORED GRAIN COVERAGE

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

SECTION I. PERILS INSURED AGAINST

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

Deleted: 12-07

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

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

SECTION II. EXCLUSIONS

This coverage does not apply to any loss:

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

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

SECTION III. ELIGIBLE CROPS

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

SECTION IV. SUPPLEMENTAL COVERAGE

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

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

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

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

SECTION V. YOUR DUTY AFTER A LOSS

After a loss has occurred, you must:

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

SECTION VI. CO-INSURANCE CLAUSE

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

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

SECTION VII. OTHER INSURANCE

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

SECTION VIII. LIMIT OF INSURANCE

The Company shall not be liable for more than the amount of insurance for a specific kind of crop as set forth in the Schedule(s) of Insurance. Any prior loss to a crop, regardless of cause, will reduce the Limit of Insurance available for subsequent losses.

SECTION IX. BASIS OF SETTLEMENT

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

SECTION X. DEDUCTIBLE

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

SECTION XI. POLICY PERIOD

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

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

SECTION XII. DEFINITIONS

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

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

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

9. COTTON: ESCALATOR PROVISION.

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

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

Deleted: (1) \$500,000 or (2)

Deleted: , whichever is less. With regards to (2), any

Deleted: that

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

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

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

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

10. EXPIRATION OF INSURANCE.

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

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

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OPTIONAL PROVISION

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

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

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

COVERAGE BINDER

Various provisions in this endorsement may restrict or eliminate coverage. Read the entire endorsement carefully to determine what is and is not covered.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The *BINDER* clause contained in your Application for Crop-Hail Insurance, Application for Companion Hail Insurance, Application for Renewal Certificate, or Application For Endorsement Of A Term Policy, whichever applies; and the General Provisions, NCIS 3, are hereby replaced with the following:

BINDER - Policy Provisions shall take effect at *on the date and time determined in section (1) below*, however, if any acre(s) of crop described in this application is (are) damaged by any peril before the effective hour of this application, no insurance shall be in effect and within 72 hours after such damage you shall give us written notice and shall be entitled to return premium on such acre(s).

This binder may be canceled by us by written notice to you in accordance with the policy conditions.

(1.) *Providing that "sufficient notice" of the application has been communicated to the Company in an "acceptable method" as defined below, coverage will be in effect two (2) hours following the date and time at which "sufficient notice" is received by the Company.*

"Sufficient notice" shall be notice, which includes the agent's name, the applicant's name and the legal description(s), crop type, acreage, policy form and amount of insurance applied for each line on the application.

"Acceptable methods" of communication shall be either:

- 1.) By sending an email containing all of the required information to: LawrenceCropHail@GAIC.COM; as well as sending the original completed and signed application by mail to our local service office within two business days. However, if a scanned copy of the signed application is attached to the email, then we do not need the original application mailed to us.
- 2.) By sending a facsimile transmission of the completed application to the local service office of Great American Insurance.
- 3.) By entering and submitting the application into Great American's GreatAg processing system.

Deleted:
LawrenceCropHail@GAIC.COM.

Deleted: via the

Deleted: American Crop Hail
Internet Processing System (CHIPS)

If "sufficient notice" is not given in an "acceptable format" as stipulated above, or if the original completed and signed application is not mailed within two business days (if required in 1. above), the coverage shall be in effect at 12:01 am on the day following signing of the application by both the agent and the applicant.