

North Carolina Tobacco Named Perils Form
STANDARD CROP - HAIL POLICY

A CAPITAL STOCK COMPANY

See Inside of Policy for Amount(s) of Insurance and Peril(s) Insured Against

No. **1180**

AMOUNT \$ 600.00

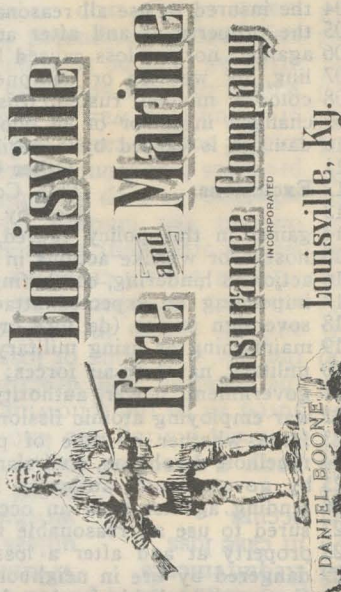
PREMIUM \$ 37.50

INSURED'S NAME AND MAILING ADDRESS

H.F. Wright

Rt.1, Westfield, N. C.

STANDARD CROP - HAIL
POLICY



PLEASE READ YOUR POLICY

90197.001 B

- 1 **Concealment,** This entire policy shall be void if,
2 **fraud.** whether before or after a loss, the
3 insured has willfully concealed or
4 misrepresented any material fact or circumstance con-
5 cerning this insurance or the subject thereof, or the
6 interest of the insured therein, or in case of any fraud
7 or false swearing by the insured relating thereto.
8 **Added** The extent of the application of in-
9 **provisions.** surance under this policy and of
10 the contribution to be made by this
11 Company in case of loss, and any other provision or
12 agreement not inconsistent with the provisions of this
13 policy, may be provided for in writing added hereto,
14 but no provision may be waived except such as by the
15 terms of this policy is subject to change.
16 **Waiver** No permission affecting this insur-
17 **provisions.** ance shall exist, or waiver of any
18 provision be valid, unless granted
19 herein or expressed in writing added hereto. No pro-
20 vision, stipulation or forfeiture shall be held to be
21 waived by any requirement or proceeding on the part
22 of this Company relating to any examination provided
23 for herein.
24 **Exclusions.** No insurance shall attach on any
25 acre of crop insured until a normal
26 stand of such crop is clearly visible above the ground
27 or as hereinafter provided. Unless otherwise provided
28 in writing added hereto, this Company shall not be
29 liable for: (a) loss to any acre of crop upon which hail
30 has fallen before the effective hour of this policy re-
31 gardless of the extent of such hail or the materiality
32 of the damage, whether before or after the signing of
33 the application;
34 (b) injury to buds, blooms or blossoms of any crop;
35 (c) injury to leaves, vines, bushes, stalks or squares of
36 any crop except to the extent that the product thereof
37 is affected;
38 (d) injury to trees or bushes of any nut or fruit crop.
39 **Pro rata** This Company shall not be liable
40 **liability.** for a greater proportion of any loss
41 than the amount hereby insured
42 shall bear to the whole insurance covering the in-
43 sured's interest in the crop(s) against the peril(s) in-
44 sured, whether collectible or not, except that no Fed-
45 eral Crop Insurance Corporation policy shall be pro-
46 rated with this policy.
47 **Variations in** When the actual acreage of any
48 **acreage.** crop is less or more than the acre-
49 age stated in the application, the
50 insurance applying per acre shall be increased or de-
51 creased in the proportion that the actual acreage
52 bears to the acreage stated in the application. The
53 Company may at any time cause a survey to be made
54 of any insured crop or portion thereof.
55 **Cancellation.** This policy or any portion thereof
56 may be cancelled by the Company
57 at any time by the return of the entire premium on
58 the portion cancelled.
59 **Expiration** Unless otherwise provided, the in-
60 **of insurance.** surance under this policy shall cease
61 on that portion of the insured crop
62 which has been cut, dug, picked, pulled or stripped, or
63 for any reason abandoned by the insured, but in no
64 event later than the expiration date stipulated herein.
65 **Notice of** The insured shall give written
66 **loss.** notice to this Company of any loss
67 meeting with the requirements of
68 this policy within the time herein specified.
69 **Deferred** The adjustment of any loss or
70 **adjustment.** claim for damage hereunder may
71 be deferred at the option of the
72 Company until the extent of damage can be deter-
73 mined.
74 **Determination** Unless otherwise provided, the
75 **of loss.** amount payable hereunder shall not
76 exceed the same percentage of the
77 insurance applying per acre hereunder at date of loss
78 as the ascertained percentage of insured loss per acre
79 at such date, but not exceeding the actual loss sus-
80 tained by the insured.
81 **Withdrawal** If on inspection of the crop it is
82 **of claim.** found that there is no loss under
83 the terms of this policy, then the
84 insured shall sign a withdrawal of claim.
85 **Reduction of** Unless otherwise provided, the
86 **insurance.** amount of insurance applying to
87 each acre of crop covered here-
88 under is reduced: (a) by the gross percentage ascer-
89 tained for each and every loss;
90 (b) in the same proportion as each acre of crop is
91 cut, dug, picked, pulled or stripped.
92 **Requirements** Within sixty days after the loss,
93 **in case loss** unless such time is extended in
94 **occurs.** writing by this Company, the in-
95 sured shall render to this Com-
96 pany a proof of loss, signed and sworn to by the
97 insured, stating the knowledge and belief of the in-
98 sured as to the following: the number of this policy,
99 the location and description of the damaged crop,
100 the day and hour of loss, the interest of the insured
101 and all others in such crop, all other crop-hail in-
102 surance, whether valid or not, covering insured's
103 interest in said crop, the amount of the loss, together
104 with a statement in detail showing how and in what
105 manner the amount claimed was determined and
106 whether the crop for which proof is made has suffered
107 previous loss from any cause, whether or not by hail,
108 and, if so, the cause and amount of such loss. If such
109 previous loss was by hail, the insured shall state by
110 what Company such loss was insured. The insured, as
111 often as may be reasonably required, shall exhibit to
112 any person designated by this Company all that re-
113 mains of the crop on which loss has been claimed,
114 and submit to examination under oath by any person
115 authorized by law to administer oath, and subscribe
116 the same; and as often as may be reasonably required,
117 shall produce for examination a complete record of
118 cutting, digging, picking, pulling, or stripping, of any
119 crop herein described, at such reasonable time and
120 place as may be designated by this Company or its
121 representative, and shall permit extracts and copies
122 thereof to be made.
123 **Abandonment.** There can be no abandonment to
124 this Company of any crop.
125 **When loss** The amount of loss for which this
126 **payable.** Company is liable shall be pay-
127 able 60 days after satisfactory
128 proof of loss has been received by this Company.
129 **Suit.** No suit or action on this policy
130 for the recovery of any claim shall
131 be sustainable in any court of law or equity unless all
132 of the requirements of this policy shall have been
133 complied with and unless commenced within the
134 limitation of time permitted by law.
135 **Subrogation.** This Company may require from
136 the insured an assignment of all
137 right of recovery against any party for loss to the
138 extent that payment therefor is made by this Com-
139 pany.

SPECIAL CONDITIONS

1 **Named** This insurance covers any insured acre
2 **perils.** of tobacco crops against direct loss by
3 hail, windstorm when accompanied by
4 hail, fire, lightning, livestock, aircraft, and in addition, after
5 the crop has been cut or primed, windstorm when not accom-
6 panied by hail, explosion, riot, riot attending a strike, civil
7 commotion, and vehicles

Conditions Applying to the Crop Only Until Cut or Primed

10 **Insurance** This insurance shall not become effective
11 **effective.** before the fifteenth day after the
12 crop has been set in the field.

13 **Wind with** This insurance covers loss by wind to
14 **hail.** any insured acre of tobacco when such
15 wind is simultaneously accompanied by
16 hail in an amount sufficient to damage the tobacco to the
17 extent of 5% or more by hail only. Wind loss shall be in-
18 terpreted to mean injury to the plant above ground only by
19 breaking off of stalks, or breaking off or tearing of leaves.

20 **Excess Over 10%** In the event the Excess Over 10% Loss

21 **Loss Endorsement.** Endorsement is attached to this policy,
22 such endorsement shall apply only until
23 the crop is cut or primed.

24 **Minimum loss.** This Company shall not be liable for
25 any loss under this policy to any insured
26 acre of tobacco unless at date of loss such loss equals 5% or
27 more thereof.

28 **Replanting** On crop(s) damaged by hail to the
29 **destroyed** extent replanting is necessary and fea-
30 **crops.** sible the Company shall, subject to the
31 limits of liability, reimburse the insured

32 for an amount not to exceed the actual cost of replanting,
33 whether such crop is replanted or not. The reimbursement
34 made shall reduce the insurance on each acre of crop re-
35 planted by the amount paid. Insurance remaining above the
36 cost of replanting shall, subject to the conditions of this policy,
37 insure the replanted crop if of like kind; if not of like kind,
38 the Company or insured may cancel the insurance on crop(s)
39 so damaged and return premium shall be the premium charged
40 for the insurance subject to cancellation.

41 **Loss adjustment.** In determining any insured loss on to-
42 bacco, insurance shall apply only to
43 marketable, commercial leaves.
44 The individual leaf shall be the unit of measurement of
45 loss.

46 It is agreed that if adjustment is made before the tobacco is
47 topped, such adjustment shall be based on an average leaf
48 production for mature plants of not less than 20 leaves. (In
49 Virginia, not less than 18 leaves on flue cured and burley
50 tobacco, and not less than 12 leaves on dark-fired tobacco.)

51 **FORTY PUNCTURES, EACH PUNCTURE APPROXI-**
52 **MATELY 3/4 SQUARE INCH IN AREA OR THE E-**
53 **QUIVALENT THEREOF SHALL CONSTITUTE THE**
54 **TOTAL DESTRUCTION OF ONE LEAF.**

55 If a leaf is severed at or near the stalk by a peril insured
56 against such leaf is totally destroyed. If a fractional part of
57 one leaf is destroyed by either punctures or breakage the loss
58 shall be in proportion.

59 If loss occurs after harvesting has begun, the insured shall
60 leave untouched in every damaged field not less than 30 con-
61 secutive plants for each acre, said plants not to be left on
62 terrace row, outside row, or the ends of a row.

Conditions Applying to the Crop Only After Cut or Primed

65 **Windstorm** After the tobacco is cut or primed and
66 **and hail.** before it is housed, this Company shall
67 be liable for direct loss to the insured

68 property caused either by windstorm or hail. After the to-
69 bacco is housed in a fully enclosed building and if the building
70 shall first sustain an actual damage to roof or walls by the
71 direct force of wind or hail, this Company shall be liable for
72 direct loss by: (a) windstorm, hail, rain, snow, sand, or dust
73 entering the building through openings in the roof or walls

74 made by direct action of wind or hail, (b) by water from
75 piping when such equipment or piping is damaged as a direct
76 result of wind or hail. This Company shall not be liable for
77 loss caused directly or indirectly by (a) frost or cold weather,
78 (b) tidal wave, high water or overflow whether driven by
79 wind or not.

80 **Explosion.** This Company shall not be liable for
81 loss by explosion originating within
82 steam boilers, steam pipes, steam turbines, steam engines or
83 flywheels located in any building containing the property
84 insured.

85 **Riot, riot** Loss by riot, riot attending a strike or
86 **attending a** civil commotion shall include direct loss
87 **strike and civil** by acts of striking employees of the in-
88 **commotion.** sured and shall also include direct loss
89 from pillage and looting occurring during

90 ing and at the immediate place of riot, riot attending a strike
91 or civil commotion. This Company shall not be liable, how-
92 ever, for loss resulting from damage to or destruction of the
93 described property owing to change in temperature or in-
94 terruption of operations resulting from riot or strike or
95 occupancy by striking employees or civil commotion, whether
96 or not such loss, due to change in temperature or interruption
97 of operations, is covered by this policy as to other perils.

98 **Aircraft and** Loss by "aircraft" includes direct loss
99 **vehicles.** by objects falling therefrom. The term
100 "vehicles," as used in this policy, means
101 vehicles running on land or tracks.

102 **Exclusions.** This Company shall not be liable for
103 loss caused by the neglect or failure of
104 the insured to use all reasonable means to save and preserve
105 the property at and after any loss caused by peril insured
106 against; nor for loss caused by poor packing or rough hand-
107 ling, by wetness or dampness, nor by being spotted, dis-
108 colored, molded, rusted, frosted, rotted, soured, steamed or
109 changed in flavor or in odor, nor for leakage, unless such
110 damage is caused by a peril insured against.

Other Conditions

111 **Exclusions.** This Company shall not be liable for
112 loss by fire or other perils insured a-
113 gainst in this policy caused, directly or indirectly, by: (1)
114 hostile or warlike actions in time of peace or war, including
115 action in hindering, combating or defending against an actual,
116 impending or expected attack, (a) by any government or
117 sovereign power (de jure or de facto), or by any authority
118 maintaining or using military, naval or air forces; or (b) by
119 military, naval or air forces; or (c) by an agent of any such
120 government, power, authority or forces; (2) any weapon of
121 war employing atomic fission or atomic fusion or radioactive
122 force whether in time of peace or war; (3) insurrection,
123 rebellion, revolution, civil war, usurped power, or action taken
124 by governmental authority in hindering, combating or de-
125 fending against such an occurrence; (4) neglect of the in-
126 sured to use all reasonable means to save and preserve the
127 property at and after a loss, or when the property is en-
128 dangered by fire in neighboring premises; (5) nor shall this
129 Company be liable for loss by theft.

130 **Notice of loss.** Any claim for loss must be reported in
131 writing by the insured within 120 hours
132 of such claimed loss.

133 **Reduction by** The total amount of insurance applying
134 **loss.** to any insured acre shall be reduced in
135 the amount allowed for each and every
136 loss on such acre, except that it is agreed the total amount
137 of insurance per acre, as named herein, will apply to the
138 harvested crop.

139 **Expiration of** This insurance shall cease when the
140 **insurance.** crops insured have been delivered to a
141 sales warehouse, sold or otherwise mar-
142 keted, whichever shall first occur or for any reason aban-
143 doned by the insured, but no later than **DECEMBER 31** of
144 the current year.

No. H 1180

North Carolina Tobacco Named Perils Form
STANDARD CROP-HAIL POLICY



Louisville Fire and Marine Insurance Company

INCORPORATED

Louisville, Kentucky

IN CONSIDERATION OF the provisions and stipulations herein, or added hereto, and of the premium specified, this Company for the period of time stated in the policy to an amount not exceeding the amount(s) separately shown herein does insure the named insured(s) and legal representatives against direct loss by hail and other perils named herein to the crops described in the attached copy of the application.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

IN WITNESS WHEREOF, this Company has executed these presents; but this policy shall not be valid unless countersigned by a duly authorized Agent of this Company.

Erie S. Dehan

Vice-President.

Lucius Meier

President.

OA Davis

Duly Authorized Agent.

Instructions: Prepare and submit to Company in duplicate.

STANDARD CROP-HAIL APPLICATION
TOBACCO NAMED PERILS FORM
Louisville Fire and Marine
Insurance Company

Speed Building
LOUISVILLE 2, KENTUCKY

Gross Prem.
Commission
Net
Remittance
Short or Long

Examined &
Approved
Mapped
1st Loss No.
2nd Loss No.

I, H.F. Wright P. O. Address Westfield
R.F.D. No. 210 Box No. 210 State of NC hereby make application for insurance against direct loss by hail
and additional perils named in the policy, upon my interest in growing crops, for the current season, not exceeding amount separately
shown opposite each kind of crop and location described in "Schedule of Insurance."
(Percentage interest must be stated)

SCHEDULE OF INSURANCE

LOCATION	COUNTY	% Int. in Crop	KIND OF TOBACCO (Burley, dark air cured, dark fired, or flue cured)	No. of Acres	Insurance per Acre	Amt. of Insurance	Rate	Gross Prem.
District (Civil or Militia) or Township								
1	<u>Stakes</u>	<u>100</u>	<u>Flue Cured</u>	<u>2</u>	<u>\$300.00</u>	<u>\$600</u>	<u>6.25</u>	<u>\$37.50</u>
2								
3								
4								
5								
6								
TOTAL					XXXX		XXX	<u>\$37.50</u>

State of NC
Crops located on the East side of Highway 66 leading from Highway 66 to
(North, South, East, West) (Street, road or turnpike) (Town)
Brownson Ch. about 1/2 miles from Westfield NC
(Town) (Direction) (Town, State)

I hereby represent and declare as true the following statements:

1. Have any of the above described crops been hailed upon? No If so exact date 1954
Have any of the crops been damaged by any other cause? No If so exact date 1954
What was the cause? No
2. That I have **no other insurance** or application for insurance pending on any part or all of the crops which this application
covers, except as follows: (Give names of Companies and amounts of insurance per acre, if any) None
3. That I am the owner of the above described land and my interest is as stated in the Schedule of Insurance.
(owner or tenant)
4. State name of land owner H.F. Wright Address Westfield, NC
5. That the crops above described are all the crops of like kind I own, or have any interest in, on this section or location or adjoining
locations except (State fully—use extra sheet and diagram)
6. Customary number of curing barns or sheds used 3 Give location of each building see sketch
(If more than one, diagram on back of application showing distance apart)
Estimated maximum acreage stored in any one building 3
7. If crop has been set, give dates see sketch
8. Does this Company have other fire insurance on the premises? No Give Policy No. only
Loss to be adjusted only with the insured, and when so adjusted the amount is, subject to all conditions of the insurance contract,
payable, as their respective interests may appear, to the insured and only
or to only as owner and trustee and only

BINDER—Beginning 24 hours except as may be provided in the policy from the hour and date this application is last signed by
both the applicant and the Company's Agent, the Company shall assume liability for loss by hail and additional perils named in the
policy. However, if any acre of crops described in said schedule is damaged by a peril named during such waiting period, no insur-
ance shall attach thereto, and within 72 hours after such damage from perils named, the applicant shall give written notice thereof to
the Company and shall be entitled to return of premium for the insurance on any such acre. Should the applicant fail to give such notice
within the 72 hour period, he shall forfeit his right to return of premium.

The Company may, within 240 hours after the effective hour and date of this binder, reject this application. The Company's lia-
bility shall terminate immediately and absolutely when notice of rejection is received by the applicant. If rejection is by telegram
or registered mail, notice shall be conclusively presumed to be received by the applicant when such notice reaches the telegraph
or post office at the applicant's address shown in this application. If notice of rejection is not received within the time specified, this
application shall be conclusively presumed to be accepted.

The foregoing binder is subject to the representations and provisions of this application, to the conditions of the Standard Crop-Hail
Policy, and to the provisions of any endorsement attached thereto. A copy of this application and of any endorsement shall be attached
to the policy if issued by the Company and together with the policy shall constitute the insurance contract.

Application taken on the day and hour herein stated

By OA Davis Agent
Westfield, NC
(Town) (State)

The application signed 10 o'clock AM 6/17 1954
H.F. Wright
(Applicant's Signature)