§ 457.151 Forage seeding crop insurance provisions.

The Forage Seeding Crop Insurance Provisions for 2003 and succeeding crop years are as follows:

FCIC Policies

DEPARTMENT OF AGRICULTURE

Federal Crop Insurance Corporation

Reinsured Policies

(Appropriate title for insurance provider)

Both FCIC and Reinsured Policies:

Forage Seeding Crop Provisions

If a conflict exists among the policy provisions, the order of priority is as follows: (1) The Catastrophic Risk Protection Endorsement, if applicable; (2) the Special Provisions; (3) these Crop Provisions; and (4) the Basic Provisions with (1) controlling (2), etc.

1. Definitions

Crop year—The period within which the planting is or normally would become established and shall be designated by the calendar year in which the planting is made for spring planted acreage and the next succeeding calendar year for fall planted acreage.

Fall planted—A forage crop seeded after June 30.

Forage—Planted perennial alfalfa, perennial red clover, perennial grasses, or a mixture thereof, or other species, as shown in the actuarial documents.

Good farming practices—The cultural practices generally in use in the county for the crop to make normal progress toward maturity and produce a normal stand, and are those recognized by the Cooperative State Research, Education, and Extension Service as compatible with agronomic and weather conditions in the county.

Harvest—Severance of the forage plant from its roots. Acreage that is only grazed will not be considered harvested.

Normal stand—A population of live plants per square foot that meets the minimum required number of plants as shown in the Special Provisions.

Nurse Crop (companion crop)—A crop seeded into the same acreage as another crop, that is intended to be harvested separately, and that is planted to improve growing conditions for the crop with which it is grown.

Planted acreage—In addition to the provisions in section 1 of the Basic Provisions, land on which seed is initially spread onto the soil surface by any method and subsequently is mechanically incorporated into the soil in a timely manner and at the proper depth will be considered planted, unless otherwise provided by the Special Provisions, actuarial documents, or written agreement.

Replanting—Performing the cultural practices necessary to prepare the land for replacing of the forage seed and then replacing the forage seed in the insured acreage with the expectation of producing a normal stand. Replacing new seed into an existing damaged stand, which results in a reduced seeding rate from the original seeding rate, will not be considered replanting.

Sales closing date—In lieu of the definition contained in the Basic Provisions, a date contained in the Special Provisions by which an application must be filed and by which you may change your crop insurance coverage for a crop year. If the Special Provisions provide a sales closing date for both fall seeded and spring seeded practices for the insured crop and you plant any insurable fall seeded acreage, you may not change your crop insurance coverage after the fall sales closing date for the fall seeded practice.

Spring planted—A forage crop seeded before July 1.

2. Unit Division

A basic unit, as defined in section 1 of the Basic Provisions, will also be divided into additional basic units by spring planted and fall planted acreage.

3. Amounts of Insurance

(a) In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions (§457.8), you may only select one coverage level and the corresponding amount of insurance designated in the actuarial documents for the applicable type and practice for all the forage seeding...
in the county that is insured under this policy. The amount of insurance you choose for each type and practice must have the same percentage relationship to the maximum amount of insurance offered by us for each type and practice. For example, if you choose 100 percent of the maximum amount of insurance for a specific type and practice, you must also choose 100 percent of the maximum amount of insurance for all other types and practices.

(b) The production reporting requirements contained in section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions (§ 457.8), do not apply to forage seeding.

4. Contract Changes

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date for counties with a March 15 cancellation date and April 30 preceding the cancellation date for all other counties.

5. Cancellation and Termination Dates

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are:

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<tr>
<th>State and county</th>
<th>Cancellation and termination dates</th>
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6. Report of Acreage

In lieu of the provisions of section 6(a) of the Basic Provisions, a report of all insured acreage of forage seeding must be submitted on or before each forage seeding acreage report date specified in the Special Provisions.

7. Insured Crop

In accordance with section 8 (Insured Crop) of the Basic Provisions (§ 457.8), the crop insured will be all the forage in the county for which a premium rate is provided by the actuarial documents:

(a) In which you have a share;
(b) That is planted during the current crop year, or replanted during the calendar year following planting, to establish a normal stand of forage;
(c) That is not grown with the intent to be grazed, or not grazed at any time during the insurance period; and
(d) That is not interplanted with another crop, except nurse crops, unless allowed by the Special Provisions or by written agreement.

8. Insurable Acreage

In addition to the provisions of section 9 of the Basic Provisions:

(a) In California counties Lassen, Modoc, Mono, Shasta, Siskiyou and all other states, any acreage of the insured crop damaged before the final planting date, to the extent that such acreage has less than 75 percent of a normal stand must be replanted unless we agree that it is not practical to replant; and
(b) In California, unless otherwise specified in the Special Provisions, any acreage of the insured crop damaged anytime during the crop year to the extent that such acreage has less than 75 percent of a normal stand must be replanted unless it cannot be replanted and reach a normal stand within the insurance period.

9. Insurance Period

In lieu of the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8) regarding when insurance ends, forage seeding insurance will end at the earliest of:

(a) Total destruction of the insured crop on the unit;
(b) The initial harvest of the unit, if a late harvest date is not listed in the Special Provisions;
(c) The first harvest after the late harvest date, if a late harvest date is specified in the Special Provisions. You may harvest the crop as often as practical in accordance with good farming practices on or before the late harvest date.
(d) Final adjustment of a loss on a unit;
(e) Abandonment of the insured crop;
(f) The date grazing commences on the insured crop; or
(g) The following calendar dates:

1. During the calendar year following the year of seeding for:
   (i) Fall planted acreage in all California counties except Lassen, Modoc, Mono, Shasta and Siskiyou—November 30;
   (ii) Spring planted acreage in Lassen, Modoc, Mono, Shasta and Siskiyou Counties California, Colorado, Idaho, Nebraska, Nevada, Oregon, Utah and Washington—April 14;
   (iii) Spring planted acreage in all other states—May 21;
§ 457.151

10. Causes of Loss

In accordance with the provisions of section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), insurance is provided only against the following causes that result in loss of, or failure to establish, a stand of forage that occur during the insurance period:

(a) Adverse weather conditions;
(b) Fire;
(c) Insects, but not damage due to insufficient or improper application of pest control measures;
(d) Plant disease, but not damage due to insufficient or improper application of disease control measures;
(e) Wildlife;
(f) Earthquake;
(g) Volcanic eruption; or
(h) Failure of the irrigation water supply, if caused by an insured peril that occurs during the insurance period.

11. Replanting Payment

In lieu of the provisions contained in section 13 of the Basic Provisions:

(a) A replanting payment is allowed if:

(i) A replanting payment is allowed only whenever the Special Provisions designate both fall and spring final planting dates;
(ii) The insured fall planted acreage is damaged by an insurable cause of loss occurring within the insurance period to the extent that less than 75 percent of a normal stand remains and the crop can reach maturity before the end of the insurance period;
(iii) It is practical to replant;
(iv) We give written consent to replant; and
(v) Such acreage is replanted the following spring by the spring planting date.

(b) The amount of the replanting payment will be equal to 50 percent of the amount of indemnity determined in accordance with section 13 unless otherwise specified in the Special Provisions.

(c) No replanting payment will be made on acreage for which one replanting payment has been allowed.

(d) If the information reported by you on the acreage report results in a lower premium than the actual premium determined to be due based on the acreage, share, practice, or type determined actually to have existed, the replanting payment will be reduced proportionately.

12. Duties in the Event of Damage or Loss

(a) In accordance with the requirements of section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions (§ 457.8), the representative samples of the crop must be at least 10 feet wide and extend the entire length of each field in the unit. The samples must not be harvested or destroyed until the earlier of our inspection or 15 days after tillage of the balance of the unit is completed.

(b) In addition to the requirements of section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions (§ 457.8), you must give us written notice if, during the period before destroying the crop on any fall planted acreage that is damaged, you decide to replant the acreage by the spring final planting date.

13. Settlement of Claim

(a) In the event of loss or damage covered by this policy, we will settle your claim on any unit by:

(1) Multiplying the insured acreage of each type and practice by the amount of insurance for the applicable type and practice;
(2) Subtracting the result in section 13(a)(1);
(3) Multiplying the total acres with an established stand for the insured acreage of each type and practice in the unit by the amount of insurance for the applicable type and practice;
(4) Subtracting the result in section 13(a)(3);
(5) Totaling the results in section 13(a)(4) from the result in section 13(a)(2); and
(6) In the event of loss or damage covered by this policy, we will settle your claim on any unit by:

Example: Assume you have 100 percent share in 30 acres of type A forage in the unit, with an amount of insurance of $100.00 per acre. At the time of loss, the following findings are established: 10 acres had a remaining stand of 75 percent or greater. You also have 20 acres of type B forage in the unit, with an amount of insurance of $90.00 per acre. 10 acres had a remaining stand of 75 percent or greater. Your indemnity would be calculated as follows:

1. 30 acres × $100.00 = $3,000 amount of insurance for type A;
2. 20 acres × $90.00 = $1,800 amount of insurance for type B;
3. $1,800 + $3,000 = $4,800 total amount of insurance;
4. $4,800 - $3,000 = $1,800 indemnity for type A;
5. $1,800 - $1,800 = $0 indemnity for type B;
Federal Crop Insurance Corporation, USDA

4. $1,000 + $900 = $1,900 total production to count;
5. $4,800 – $1,900 = $2,900 loss;
6. $2,900 x 100 percent share = $2,900 indemnity payment.
(b) The acres with an established stand will include:
(1) Acreage that has at least 75 percent of
a normal stand;
(2) Acreage abandoned or put to another
use without our prior written consent;
(3) Acreage damaged solely by an unin-
sure cause; or
(4) Acreage that is harvested and not re-
seeded.
(c) The amount of indemnity on any spring
planted acreage determined in accordance
with section 13(a) will be reduced 50 percent
if the stand is less than 75 percent but more
than 55 percent of a normal stand.

14. Late and Prevented Planting
The late and prevented planting provisions
of the Basic Provisions are not applicable.
(62 FR 13291, Mar. 20, 1997, as amended at 62
FR 65175, Dec. 10, 1997; 65 FR 3794, Jan. 25,
2000; 65 FR 11457, Mar. 3, 2000; 66 FR 42730,
65030, Oct. 23, 2002)

EDITORIAL NOTE: At 62 FR 65175, Dec. 10,
1997, § 457.152 was amended in section 1 by re-
vising the definition “Sales closing date”,
however, this definition was not included
when this section was added at 62 FR 13291,

§ 457.152 Hybrid seed corn crop insur-
ance provisions.
The Hybrid Seed Corn Crop Insurance
Provisions for the 1998 and succeeding
crop years are as follows:
FCIC Policies
United States Department of Agriculture
Federal Crop Insurance Corporation
Reinsured Policies
(Appropriate title for insurance provider)
Both FCIC and Reinsured policies
Hybrid Seed Corn Crop Provisions
If a conflict exists among the policy provi-
sions, the order of priority is as follows: (1)
The Catastrophic Risk Protection Endorse-
ment, if applicable; (2) the Special Provi-
sions; (3) these Crop Provisions; and (4) the
Basic Provisions, (§ 457.8) with (1) controlling
(2), etc.

1. Definitions
Adjusted yield. An amount determined by
multiplying the county yield by the coverage
level factor.

Amount of insurance per acre. A dollar
amount determined by multiplying the ad-
justed yield by the price election you select
and subtracting any minimum guaranteed
payment, not to exceed the total compensa-
tion specified in the hybrid seed corn proc-
essor contract. If your hybrid seed corn proc-
essor contract contains a minimum guaran-
teed payment that is stated in bushels, we
will convert that value to dollars by multi-
plying it by the price election you selected.
Approved yield. In lieu of the definition
contained in the Basic Provisions, an
amount FCIC determines to be representa-
tive of the yield that the female parent
plants are expected to produce when grown
under a specific production practice. FCIC
will establish the approved yield based upon
records provided by the seed company and
other information it deems appropriate.
Bushel. Fifty-six pounds avoirdupois of
shelled corn. 70 pound avoirdupois of ear
corn, or the number of pounds determined
under the seed company’s normal conversion
chart when that chart is used to determine
the approved yield.

Certified seed test. A warm germination test
performed on clean seed according to speci-
fications of the “Rules for Testing Seeds” of
the Association of Official Seed Analysts.
Commercial hybrid seed corn. The offspring
produced by crossing a male and female par-
ent plant, each having a different genetic
character. This offspring is the product in-
tended for use by an agricultural producer to
produce a commercial field corn crop for
grain.

County yield. An amount contained in the
actuarial documents that is established by
FCIC to represent the yield that a producer
of hybrid seed corn would be expected to
produce if the acreage had been planted to
commercial field corn.

Coverage level factor. A factor contained in
the Special Provisions to adjust the county
yield for commercial field corn to reflect the
higher value of hybrid seed corn.

Dollar value per bushel. An amount that de-
termines the value of any seed production to
count. It is determined by dividing the
amount of insurance per acre by the result of
multiplying the approved yield by the cov-
erage level percentage, expressed as a deci-
imal.

Female parent plants. Corn plants that are
grown for the purpose of producing commer-
cial hybrid seed corn and have had the
stamens removed or are otherwise male ster-
ile.

Field run. Commercial hybrid seed corn
production before it has been dried, screened,
or processed.

Good farming practices. In addition to the
definition contained in the Basic Provisions,