§ 457.165 Millet crop insurance provisions.

The millet crop insurance provisions for the 2008 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:

Millet Crop Insurance Provisions

1. Definitions

Bushel. Fifty pounds of millet, or any other quantity which is designated in the Special Provisions for that purpose.
Federal Crop Insurance Corporation, USDA § 457.165

6. Insurable Acreage

In addition to section 9 of the Basic Provisions, any acreage of the insured crop damaged before the final planting date, to the extent that a majority of producers in the area would not normally further care for the crop, must be replanted unless we agree that it is not practical to replant.

7. Insurance Period

In accordance with section 11 of the Basic Provisions, the calendar date for the end of the insurance period is the date immediately following planting (unless otherwise specified in the Special Provisions) as follows:
(a) October 10 for North Dakota, South Dakota, and Wyoming; and
(b) October 31 for all other states.

8. Causes of Loss

In accordance with section 12 of the Basic Provisions, insurance is provided only against the following causes of loss that occur within 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 due to a cause of loss specified in sections 8(a) through (g) that also occurs during the insurance period.

9. Duties In the Event of Damage or Loss

In accordance with section 14 of the Basic Provisions, the representative samples of the unharvested 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 harvest of the balance of the unit is completed.

10. Settlement of Claim

(a) We will determine your loss on a unit basis. In the event you are unable to provide records of production:
(1) For any optional unit, we will combine all optional units for which acceptable records of production were not provided; or
(2) For any basic unit, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for each unit.
(b) 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 by the production guarantee;
(2) Subtracting the total production to count (See section 10(c)) from the result of section 10(b)(1);
(3) Multiplying the result of section 10(b)(2) by your price election; and
(4) Multiplying the result of section 10(b)(3) by your share.

For example:
You have a 100 percent share in 100 acres of millet in the unit, with a guarantee of 15 bushels per acre and a price election of $4.00 per bushel. You are only able to harvest 800 bushels. Your indemnity would be calculated as follows:
(1) 100 acres × 15 bushel = 1,500 bushel guarantee;
(2) 1,500 bushel guarantee – 800 bushel production to count = 700 bushel loss;
(3) 700 bushels × $4.00 price election = $2,800 loss; and
(4) $2,800 × 100 percent share = $2,800 indemnity payment.

(c) Total production (bushels) to count from all insurable acreage on the unit will include:
(1) All appraised production as follows:
(i) Your appraised production will not be less than the production guarantee for acreage:
(A) That is abandoned;
(B) Put to another use without our consent;
(C) Damaged solely by uninsured causes; or
(D) For which you fail to provide records of production that are acceptable to us;
(ii) Production lost due to uninsured causes;
(iii) Unharvested production (mature unharvested production may be adjusted for quality deficiencies and excess moisture in accordance with subsection 10(d));
(iv) Potential production on insured acreage you want to put to another use or you wish to abandon, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end if you put the acreage to another use or abandon the crop. If agreement on the appraised amount of production is not reached:
(A) If you do not elect to continue to care for the crop, we may give you consent to put the acreage to another use if you agree to leave intact, and provide sufficient care for, representative samples of the crop in locations acceptable to us. (The amount of production to count for such acreage will be based on the harvested production or appraisals from the samples at the time harvest should have occurred. If you do not leave the required samples intact, or you fail to provide sufficient care for the samples, our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of production to count); or
§ 457.166 Blueberry crop insurance provisions.

The Blueberry Crop Insurance Provisions for the 2006 and succeeding crop years are as follows:

FCIC policies: