§ 457.170 Cultivated wild rice crop insurance provisions.

The Cultivated Wild Rice Crop Insurance Provisions for the 2009 and succeeding crop years are as follows:

Reinsured policies: (Appropriate title for insurance provider).
Both FCIC and reinsured policies: Cultivated Wild Rice Crop Provisions.

1. Definitions

Approved laboratory. A testing facility approved by us to determine the recovery percentage from samples of cultivated wild rice.

Cultivated Wild Rice. A member of the grass family Zizania Palustris L., adapted for growing in man-made flood irrigated fields known as paddy.

Finished weight. (a) The green weight delivered to a processor multiplied by the determined recovery percentage;
(b) The green weight stored for seed multiplied by either the determined recovery percentage or the standard recovery percentage in accordance with section 11(d); or
(c) The appraised green weight multiplied by either the determined recovery percentage or the standard recovery percentage in accordance with section 11(d).

Flood irrigation. Intentionally covering the planted acreage with water and maintaining it at a proper depth throughout the growing season.

Green weight. The total weight in pounds of the green cultivated wild rice production that was appraised, delivered to a processor, or stored for seed.

Harvest. Combining or threshing the cultivated wild rice for grain or seed.

Initially planted. The first occurrence of planting the insured crop on insurable acreage for the crop year.

Planted acreage. In addition to the definition contained in the Basic Provisions, land on which an adequate amount of seed is initially spread onto the soil surface by any proper method (including shattering for the second and succeeding years) and subsequently is mechanically incorporated into the soil at the proper depth, will be considered planted, unless otherwise provided by the Special Provisions or actuarial documents.

Processor. A business that converts green weight to a product ready for commercial sale using appropriate equipment and methods such as separating immature kernels, fermenting or curing, parching, de-hulling, and scarifying.

Recovery percentage. The ratio of finished weight to green weight of the cultivated wild rice. As specified in section 11(d), the recovery percentage is either:
(a) The determined recovery percentage for a sample as determined by an approved laboratory; or
(b) The standard recovery percentage provided in the Special Provisions.

Shatter. The act of mature seeds naturally falling to the ground from a cultivated wild rice plant.
2. Unit Division

Provisions in the Basic Provisions that allow optional units by irrigated and non-irrigated practices are not applicable.

3. Insurance Guarantee, Coverage Levels, and Prices for Determining Indemnities

In addition to the requirements of section 3 of the Basic Provisions:
(a) You may select only one percentage of the maximum price election for all the cultivated wild rice insured under this policy in the county.
(b) The insurance guarantee per acre is expressed as pounds of finished weight.

4. Contract Changes

In accordance with section 4 of the Basic Provisions, the contract change date is:
(a) November 30 preceding the cancellation date for counties with a February 28 cancellation date; and
(b) June 30 preceding the cancellation date for counties with a September 30 cancellation date.

5. Cancellation and Termination Dates

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

<table>
<thead>
<tr>
<th>State</th>
<th>Cancellation date</th>
<th>Termination date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mendocino, Glenn, Butte, and Sierra Counties, California; and all California Counties south thereof; Minnesota; All Other California Counties; and All Other States</td>
<td>February 28</td>
<td>February 28</td>
</tr>
<tr>
<td></td>
<td>September 30</td>
<td>November 30</td>
</tr>
</tbody>
</table>

6. Insured Crop

(a) In accordance with section 8 of the Basic Provisions, the crop insured will be all the cultivated wild rice in the county grown on insurable acreage for which premium rates are provided by the actuarial documents:
(1) In which you have a share;
(2) That is planted for harvest as grain; and
(3) That is grown in man-made flood irrigated fields.
(b) Section 8(b)(3) of the Basic Provisions is not applicable to the cultivated wild rice seed that naturally shatters and is subsequently mechanically incorporated into the soil.

7. Insurance Period

In accordance with section 11 of the Basic Provisions, the calendar date for the end of the insurance period is:
(a) For Minnesota, September 30 of the calendar year the crop is normally harvested;
(b) For California, October 15 of the calendar year the crop is normally harvested; and
(c) For all other states, the date provided in the Special Provisions.

8. Causes of Loss

(a) In accordance with section 12 of the Basic Provisions, insurance is provided only against the following causes of loss that occur during the insurance period:
(1) Adverse weather conditions;
(2) Fire;
(3) Insects, but not damage due to insufficient or improper application of pest control measures;
(4) Plant disease, but not damage due to insufficient or improper application of disease control measures;
(5) Wildlife;
(6) Earthquake; or
(7) Volcanic eruption; or
(8) Failure of the irrigation water supply, if caused by a cause of loss specified in sections 8(a)(1) through (7) that occurs during the insurance period, drought, or the intrusion of saline water. (b) In addition to the causes not insured against in section 12 of the Basic Provisions, we will not insure against any loss of production due to:
(1) The crop not being timely harvested unless such delay in harvesting is solely and directly due to adverse weather conditions which preclude harvesting equipment from entering and moving about the field; or
(2) The application of saline water, except as specified in section 8(a) of these crop provisions.

9. Replanting Payments

The provisions of section 13 of the Basic Provisions are not applicable.

10. Duties in the Event of Damage or Loss

Representative samples are required in accordance with section 14 of the Basic Provisions.

11. Settlement of Claim

(a) We will determine your loss on a unit basis. In the event you are unable to provide records of production that are acceptable to us for any:
(1) Optional unit, we will combine all optional units for which such production records were not provided; or

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§ 457.171 Cabbage crop insurance provisions.

The Cabbage Crop Insurance Provisions for the 2011 and succeeding crop years are as follows:


Reinsured policies: (Appropriate title for insurance provider).

Both FCIC and reinsured policies: Cabbage Crop Insurance Provisions.

1. Definitions

Cabbage. Plants of the family Brassicaceae and the genus Brassica, grown for their compact heads and used for human consumption. Crop Year. In lieu of the definition contained in section 1 of the Basic Provisions, a 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 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

(2) All harvested production from the insurable acreage.

(d) Mature green weight will be multiplied by the recovery percentage subject to the following:

(1) We may obtain samples of the production to determine the recovery percentage.

(2) The determined recovery percentage will be used to calculate your loss only if:

(i) All determined recovery percentages are established using samples of green weight production obtained by us or by the processor for sold or processed production; and

(ii) The samples are analyzed by an approved laboratory.

(3) If the conditions of section 11(d)(2) are not met, the standard recovery percentage will be used.

12. Late Planting

The provisions of section 16 of the Basic Provisions are not applicable.

13. Prevented Planting

The provisions of section 17 of the Basic Provisions are not applicable.

[73 FR 11316, Mar. 3, 2008]