§ 457.108 Sunflower seed crop insurance provisions.

The sunflower seed crop insurance provisions for the 2011 and succeeding crop years are as follows:

DEPARTMENT OF AGRICULTURE
 Federal Crop Insurance Corporation

Sunflower Seed Crop Provisions

1. Definitions

Harvest. Combining or threshing the sunflowers for seed.

Local market price. The cash seed price per pound for oil type sunflower seed grading U.S. No. 2, or non-oil type sunflower seed with a test weight of at least 22 pounds per bushel and less than five percent (5%) kernel damage, offered by buyers in the area in which you normally market the sunflower seed. The local market price for oil type sunflower seed will reflect the maximum limits of quality deficiencies allowable for the U.S. No. 2 grade of sunflower seed. Factors not associated with grading of sunflower seed under the Official United States Standards for Grain including, but not limited to, oil or moisture content will not be considered.

2. Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities

In addition to the requirements of section 3 of the Basic Provisions, you must elect to insure your sunflowers with either revenue protection or yield protection by the sales closing date.

3. Contract Changes

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date.

4. Cancellation and Termination Dates

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are March 15.

5. Insured Crop

In accordance with section 8 of the Basic Provisions, the crop insured will be all the oil and non-oil type sunflower seed 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 for harvest as sunflower seed; and
(c) That is not (unless a written agreement allows otherwise): (1) Interplanted with another crop; or (2) Planted into an established grass or legume.

6. Insurable Acreage

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

(a) We will not insure any acreage which does not meet the rotation requirements shown in the Special Provisions; and
(b) 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 the provisions of section 11 of the Basic Provisions, the calendar date for the end of the insurance period is November 30, immediately following planting.
8. Causes of Loss

In accordance with the provisions of section 12 of the Basic Provisions, insurance is provided only against the following causes of loss which 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;
(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; or
(i) For revenue protection, a change in the harvest price from the projected price, unless FCIC can prove the price change was the direct result of an uninsured cause of loss specified in section 12(a) of the Basic Provisions.

9. Replanting Payments

(a) A replanting payment is allowed as follows:
(1) In lieu of provisions in section 13 of the Basic Provisions that limit the amount of a replant payment to the actual cost of replanting, the amount of any replanting payment will be determined in accordance with these Crop Provisions;
(2) Except as specified in section 9(a)(1), you must comply with all requirements regarding replanting payments contained in section 13 of the Basic Provisions; and
(3) The insured crop must be damaged by an insurable cause of loss to the extent that the remaining stand will not produce at least 90 percent of the production guarantee for the acreage.

(b) Unless otherwise specified in the Special Provisions, the amount of the replanting payment per acre will be the lesser of 20 percent of the production guarantee or 157 pounds, multiplied by your projected price, multiplied by your share.

(c) When the crop is replanted using a practice that is uninsurable for an original planting, the liability for the unit will be reduced by the amount of the replanting payment. The premium amount will not be reduced.

(d) If the acreage is replanted to an insured crop type that is different than the insured crop type originally planted on the acreage:
(1) The production guarantee, premium, and projected price and harvest price, as applicable, will be adjusted based on the replanted type;
(2) Replanting payments will be calculated using your projected price and production guarantee for the crop type that is replanted and insured; and
(3) A revised acreage report will be required to reflect the replanted type, as 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 acceptable records of production were not provided; or
(2) Basic unit, we will allocate any mingled 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 by:
(1) Multiplying the number of insured acres by your respective:
   (i) Yield protection guarantee (per acre) if you elected yield protection; or
   (ii) Revenue protection guarantee (per acre) if you elected revenue protection;
(2) Totaling the results of section 11(b)(1)(i) or 11(b)(1)(ii), whichever is applicable;
(3) Multiplying the production to count by your:
   (i) Projected price if you elected yield protection; or
   (ii) Harvest price if you elected revenue protection;
   (4) Totaling the results of section 11(b)(3)(i) or 11(b)(3)(ii), whichever is applicable;
   (5) Subtracting the result of section 11(b)(4) from the result of section 11(b)(2); and
   (6) Multiplying the result of section 11(b)(5) by your share.

For example:
You have 100 percent share in 50 acres of sunflowers in the unit with a production guarantee (per acre) of 1,250 pounds, your projected price is $.11, your harvest price is $.12, and your production to count is 54,000 pounds.
If you elected yield protection:
(1) 50 acres x (1,250 pound production guarantee x $.11 projected price) = $6,875.00 value of the production guarantee
(2) 54,000 pound production to count x $.11 projected price = $5,940.00 value of production to count
(3) $6,875.00 - $5,940.00 = $935.00
(4) $935.00 x 1.000 share = $935.00 indemnity; or
If you elected revenue protection:
(1) 50 acres x (1,250 pound production guarantee x $.12 harvest price) = $7,500.00 revenue protection guarantee

188
cent for each 0.1 percentage point of mois-
cable, it will be made prior to any adjust-
deficiencies. If moisture adjustment is appli-
surable acreage.

or our reappraisal if additional damage oc-
the acreage will be the harvested production,
crop, the amount of production to count for
portion to count.); or

be used to determine the amount of produc-
tion sold to another use will
irrigation should have occurred. If you do not
leave intact, and provide sufficient care for,
representative samples of the crop in loca-
tions acceptable to us. (The amount of pro-
duction to count for such acreage will be
based on the harvested production or ap-
praisals from the samples at the time har-
vest 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 con-
ent to put the acreage to another use will
be used to determine the amount of produc-
tion to count.); or

(B) If you elect to continue to care for the
crop, the amount of production to count for
the acreage will be the harvested production,
or our reappraisal if additional damage oc-
curs and the crop is not harvested; and

(d) Mature sunflower seed production may
be adjusted for excess moisture and quality
deficiencies. If moisture adjustment is appli-
cable, it will be made prior to any adjust-
ment for quality.

(1) Production will be reduced by 0.12 per-
cent for each 0.1 percentage point of mois-
ture in excess of ten percent (10%). We may
obtain samples of the production to deter-
mine the moisture content.

(2) Production will be eligible for quality
adjustment if:

(i) Deficiencies in quality result in:
(A) Oil type sunflower seed not meeting
the grade requirements for U.S. No. 2 (grades
U.S. sample grade) because of test weight,
kernel damage (excluding heat damage), or a
musty, sour or commercially objectionable
foreign odor; or
(B) Non-oil type sunflower seed having a
test weight below 22 pounds per bushel or
kernel damage (excluding heat damage) in
excess of five percent (5%) or a musty, sour
or commercially objectionable foreign odor;
or
(ii) Substances or conditions are present
that are identified by the Food and Drug Ad-
ministration or other public health organiza-
tions of the United States as being injurious
to human or animal health.

(3) Quality will be a factor in determining
your loss only if:

(i) The deficiencies, substances, or condi-
tions, resulted from a cause of loss against
which insurance is provided under these crop
provisions and within the insurance period; and
(ii) All determinations of these defi-
ciences, substances, or conditions are made
using samples of the production obtained by
us or by a disinterested third party approved
by us;

(iii) With regard to deficiencies in quality
(except test weight, which may be deter-
mined by our loss adjustor), the samples are
analyzed by:
(A) A grain grader licensed under the
United States Grain Standards Act or the
United States Warehouse Act;
(B) A grain grader licensed under State law
and employed by a warehouse operator who
has a storage agreement with the Com-
modity Credit Corporation; or
(C) A grain grader not licensed under State
law, but who is employed by a warehouse op-
erator who has a commodity storage agree-
ment with the Commodity Credit Corpora-
tion and is in compliance with State law re-
garding warehouses; and

(iv) With regard to substances or condi-
tions injurious to human or animal health,
the samples are analyzed by a laboratory ap-
proved by us.

(4) Sunflower seed production that is eligi-
ble for quality adjustment, as specified in
sections 11(d)(2) and (3), will be reduced in
accordance with quality adjustment factor
provisions contained in the Special Provi-
sions.

(e) Any production harvested from plants
growing in the insured crop may be counted
as production of the insured crop on a weight
basis.

The Sugar Beet Crop Insurance Provisions for the 1998 and succeeding crop years in countries with a contract change date of November 30, and for the 1999 and succeeding crop years in countries with a contract change date of April 30, 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

Sugar Beet 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. In Imperial, Lassen, Modoc, Shasta and Siskiyou counties, California and all other States, the period within which the sugar beets are normally grown, which is designated by the calendar year in which the sugar beets are normally harvested. In all other California counties, the period from planting until the applicable date for the end of the insurance period which is designated by:

(a) The calendar year in which planted if planted on or before July 15; or
(b) The following calendar year if planted after July 15.

Harvest. Topping and lifting of sugar beets in the field.

Initially planted. The first occurrence that the land is considered as planted acreage for the crop year.

Local market price. The price per pound for raw sugar offered by buyers in the area in which you normally market the sugar beets.

Planted acreage. In addition to the definition contained in the Basic Provisions, sugar beets must initially be planted in rows, unless otherwise provided by the Special Provisions, actuarial documents, or by written agreement.

Practical to replant. In lieu of the definition of “Practical to replant” contained in section 1 of the Basic Provisions (§457.8), practical to replant is defined as our determination, after loss or damage to the insured crop, based on factors, including but not limited to moisture availability, condition of the field, time to crop maturity, and marketing window, that replanting the insured crop will allow the crop to attain maturity prior to the calendar date for the end of the insurance period. It will not be considered practical to replant if production from the replanted acreage cannot be delivered under the terms of the processor contract, or 30 days after the initial planting date for all counties where a late planting period is not applicable, unless replanting is generally occurring in the area.

Processor. Any business enterprise regularly engaged in processing sugar beets for sugar that possesses all licenses and permits for processing sugar beets required by the State in which it operates, and that possesses facilities, or has contractual access to such facilities, with enough equipment to accept and process the contracted sugar beets within a reasonable amount of time after harvest.

Production guarantee (per acre):

(a) First stage production guarantee—The final stage production guarantee multiplied by 60 percent.

(b) Final stage production guarantee—The number of tons determined by multiplying the approved yield per acre by the coverage level percentage you elect.

Raw sugar. Sugar that has not been extracted from the sugar beet.

Standardized ton. A ton of sugar beets containing the percentage of raw sugar specified in the Special Provisions.

Sugar beet processor contract. A written contract between the producer and the processor, containing at a minimum:

(1) The producer’s commitment to plant and grow sugar beets, and to deliver the sugar beet production to the processor;
(2) The processor’s commitment to purchase the production stated in the contract; and
(3) A price or formula for a price based on third party data that will be paid to the processor for the production stated in the contract.

Thinning. The process of removing, either by machine or hand, a portion of the sugar beet plants to attain a desired plant population.

Ton. Two thousand (2,000) pounds avoirdupois.