

SUMMARY OF CHANGES FOR THE RICE CROP PROVISIONS (98-018)

The following is a brief description of changes to the crop provisions that will be effective for the 1998 crop year. Please refer to the crop provisions for more complete information.

- The crop provisions have been modified to accommodate changes made to the Basic Provisions of the Common Crop Insurance Policy. These modifications may include, but are not limited to:
 - (a) Removal of some definitions now contained in the Basic Provisions;
 - (b) Removal of certain unit division provisions. Provisions previously contained in section 2 regarding unit division requirements, have been moved from the crop provisions to the Basic Provisions; and
 - (c) Modification of late and prevented planting provisions.
- Section 1 - Add definitions for the terms "flood irrigation," "local market price," "saline water," "swathed," and "total milling yield." The definition of "harvest" has been amended for clarification.
- Section 4 - Change the contract change date to November 30 for all counties to maintain an adequate time period between this date and the revised cancellation dates.
- Section 5 - Change the cancellation and termination dates to February 28 in states and counties that currently have March 31 and April 15 dates, to February 15 in states and counties that currently have March 15 dates, and to January 15 in states and counties that currently have February 15 dates. These changes are made to standardize the cancellation and termination dates with the sales closing dates which were amended to comply with the requirement of the Federal Crop Insurance Reform Act of 1994 that spring planted crop sales closing dates be moved ahead by 30 days.
- Section 6 - Current provisions for rice that state that any acreage destroyed to comply with United States Department of Agriculture programs will not be insured have been deleted from the proposed rice crop provisions. Under those provisions insurance was provided on a crop until it was destroyed without any premium being paid.
- Section 6(c) - Add a provision that requires the insured crop to be flood irrigated. Current regulations only require the rice crop be irrigated. This change will insure that adequate water covers the crop during the growing season.
- Section 6(d) - Add a provision which makes wild rice uninsurable. The current regulation is mute regarding wild rice, but coverage has never been intended for wild rice.
- Section 7 - Add a provision which makes acreage uninsurable if it does not meet the rotation requirements contained in the Special Provisions, or if it was planted to rice the preceding crop year unless otherwise allowed by the Special Provisions. Also added a provision which states that any acreage of the insured crop damaged prior to the final planting date must be replanted

unless the insurer agrees that replanting is not practical.

- Section 10(a)(3) - Clarify that replanted rice must be seeded at a rate that is normal for initially planted rice to be eligible to receive a replanting payment.
- Section 10(c) - Add a provision that specifies the liability for a unit will be reduced by the amount of any replanting payment, when rice is replanted using a practice that was originally uninsurable. The current rice provisions are mute regarding this issue. This addition is consistent with the replant provisions under the same circumstances for other crops.
- Sections 12(d)(1) and (2) - Add provisions to permit an insured to be eligible for both moisture and quality adjustments to be consistent with other crop policies which offer moisture and quality adjustments.
- Section 12(d)(4) - Add a provision that allows the use of standard quality adjustment factors if provided in the Special Provisions. The use of such standards simplifies the loss adjustment process and assures consistent adjustment for insureds with quality related losses.
- Section 13 - Add a provision to specify that prevented planting coverage will be 45 percent of the production guarantee for timely planted acres. If limited or additional levels of coverage are selected and the premium is paid, an increase may be made for prevented planting coverage to a level specified in the actuarial documents.

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
RICE 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.

Flood irrigation - An irrigated practice commonly used for rice production whereby the planted acreage is intentionally covered with water that is maintained at a uniform and shallow depth throughout the growing season.

Harvest - Combining or threshing the rice for grain. A crop that is swathed prior to combining is not considered harvested.

Local market price - The cash price per pound for the U.S. No. 3 grade of rough rice offered by buyers in the area in which you normally market the rice. Factors not associated with grading under the United States Standards for Rice including, but not limited to, protein and oil content or milling quality will not be considered.

Planted - The uniform placement of an adequate amount of rice seed into a prepared seedbed by one of the following methods:

- (a) Drill seeding - Using a grain drill to incorporate the seed to a proper soil depth;
- (b) Broadcast seeding - Distributing seed evenly onto the surface of an un-flooded seedbed followed by either timely mechanical incorporation of the seed to a proper soil depth in the seedbed or flushing the seedbed with water; or
- (c) Broadcast seeding into a controlled flood - Distributing the rice seed onto a prepared seedbed that has been intentionally covered to a proper depth by water. The water must be free of movement and be completely contained on the acreage by properly constructed levees and gates.

Acreage seeded in any other manner will not be insurable unless otherwise provided by the Special Provisions or by written agreement.

Saline water - Water that contains a concentration of salt sufficient to cause damage to the insured crop.

Second crop rice - The regrowth of a stand of rice following harvest of the initially insured rice crop that can be harvested in the same crop year.

Swathed - Severance of the stem and grain head from the ground without removal of the rice kernels from the plant and placing in a windrow.

Total milling yield - Rice production consisting of heads, second heads, screenings, and brewer's rice as defined by the official United States Standards for Rice.

2. Unit Division.

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

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

In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions, you may select only one price election for all the rice in the county insured under this policy unless the Special Provisions provide different price elections by type, in which case you may select one price election for each rice type designated in the Special Provisions. The price elections you choose for each type must have the same percentage relationship to the maximum price offered by us for each type. For example, if you choose 100 percent of the maximum price election for one type, you must also choose 100 percent of the maximum price election for all other types.

4. Contract Changes.

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

5. Cancellation and Termination Dates.

In accordance with section 2 (Life of Policy, Cancellation and Termination) of the Basic Provisions, the cancellation and termination dates are:

State and County	Cancellation and Termination Date
Jackson, Victoria, Goliad, Bee, Live Oak, McMullen, La Salle, and Dimmit Counties, Texas; and all Texas Counties south thereof;	January 15
Florida	February 15
All other Texas counties and all other states	February 28

6. Insured Crop.

In accordance with section 8 (Insured Crop) of the Basic Provisions, the crop insured will be all the rice 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 grain;
- (c) That is flood irrigated; and
- (d) That is not wild rice.

7. Insurable Acreage.

In addition to the provisions of section 9 (Insurable Acreage) of the Basic Provisions:

- (a) We will not insure any acreage planted to rice:
 - (1) The preceding crop year unless allowed by the Special Provisions; or
 - (2) That 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 producers in the area would normally not further care for the crop, must be replanted unless we agree that it is not practical to replant.

8. Insurance Period.

In accordance with the provisions of section 11 (Insurance Period) of the Basic Provisions, the calendar date for the end of the insurance period is October 31 immediately following planting.

9. Causes of Loss.

- (a) In accordance with the provisions of section 12 (Causes of Loss) of the Basic Provisions, insurance is provided only against the following causes of loss that occur during the insurance period:
 - (1) Adverse weather conditions (except drought);
 - (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;
 - (7) Volcanic eruption; or
 - (8) Failure of the irrigation water supply, if caused by an insured peril that occurs during the insurance period.
- (b) In addition to the causes of loss not insured against in section 12 (Causes of Loss) of the Basic Provisions, we will not insure against any loss of production due to the application of saline water.

10. Replanting Payment.

- (a) A replanting payment for rice is allowed as follows:

- (1) You must comply with all requirements regarding replanting payments contained under section 13 (Replanting Payment) of the Basic Provisions;
 - (2) The rice 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; and
 - (3) The replanted rice must be seeded at a rate that is normal for initially planted rice (if new seed is planted at a reduced seeding rate into a partially damaged stand of rice, the acreage will not be eligible for a replanting payment).
- (b) In accordance with the provisions of section 13 (Replanting Payment) of the Basic Provisions, the maximum amount of the replanting payment per acre will be the lesser of 20 percent of the production guarantee or 400 pounds, multiplied by your price election, multiplied by your insured share.
 - (c) When rice 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.

11. Duties in the Event of Damage or Loss.

In accordance with the requirements of section 14 (Duties in the Event of Damage or Loss) 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.

12. Settlement of Claim.

- (a) We will determine your loss on a unit basis. In the event you are unable to provide separate acceptable production records:
 - (1) For any optional units, we will combine all optional units for which such production records were not provided; or
 - (2) For any basic units, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for the units.
- (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 its respective production guarantee by type, if applicable;
 - (2) Multiplying each result in section 12(b)(1) by the respective price election by type, if applicable;
 - (3) Totaling the results of section 12(b)(2);
 - (4) Multiplying the total production to be counted by type, if applicable, (see section 12(c) through (e)) by the respective price election;
 - (5) Totaling the results of section 12(b)(4);
 - (6) Subtracting the result of section 12(b)(5) from the result of section 12(b)(3); and
 - (7) Multiplying the result of section 12(b)(6) by your share.
- (c) The total production to count (in pounds) from all insurable acreage on the unit will include:
 - (1) All appraised production as follows:
 - (i) Not less than the production guarantee for acreage:
 - (A) That is abandoned;
 - (B) Put to another use without our consent;
 - (C) That is damaged solely by uninsured causes; or
 - (D) For which you fail to provide acceptable production records;
 - (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 section 12(d));
 - (iv) Potential production on insured acreage that you intend to put to another use or abandon, if you

and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end when 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
 - (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 occurs and the crop is not harvested; and
- (2) All harvested production from the insurable acreage, including any production from a second rice crop harvested in the same crop year.
- (d) Mature rough rice may be adjusted for excess moisture and quality deficiencies. If moisture adjustment is applicable, it will be made prior to any adjustment for quality.
 - (1) Production will be reduced by 0.12 percent for each 0.1 percentage point of moisture in excess of 12 percent. We may obtain samples of the production to determine the moisture content.
 - (2) Production will be eligible for quality adjustment if:
 - (i) Deficiencies in quality, in accordance with the Official United States Standards for Rice, result in rice not meeting the grade requirements for U.S. No. 3 (grades U.S. No. 4 or worse) because of red rice, chalky kernels or damaged kernels;
 - (ii) The rice has a total milling yield of less than 68 pounds per hundredweight;
 - (iii) The whole kernel weight is less than 55 pounds per hundredweight of milled rice for medium and short grain varieties;
 - (iv) The whole kernel weight is less than 48 pounds per hundredweight of milled rice for long grain varieties; or
 - (v) Substances or conditions are present that are identified by the Food and Drug Administration or other public health organizations 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 conditions specified in section 12(d)(2) resulted from a cause of loss against which insurance is provided under these crop provisions and which occurs within the insurance period;
 - (ii) The deficiencies, substances, or conditions specified in section 12(d)(2) result in a net price for the damaged production that is less than the local market price;
 - (iii) All determinations of these deficiencies, substances, or conditions specified in section 12(d)(2) are made using samples of the production obtained by us or by a disinterested third party approved by us; and
 - (iv) The samples are analyzed by a grader licensed to

grade rice under the authority of the United States Agriculture Marketing Act or the United States Warehouse Act with regard to deficiencies in quality, or by a laboratory approved by us with regard to substances or conditions injurious to human or animal health. Notwithstanding the preceding sentence, test weight for quality adjustment purposes may be determined by our loss adjuster.

- (4) Rice production that is eligible for quality adjustment, as specified in sections 12(d)(2) and (3), will be reduced as follows:
- (i) In accordance with quality adjustment factors contained in the Special Provisions; or
 - (ii) If quality adjustment factors are not contained in the Special Provisions, as follows:
 - (A) The market price of the qualifying damaged production and the local market price will be determined on the earlier of the date such quality adjusted production is sold or the date of final inspection for the unit. The price for the qualifying damaged production will be the market price for the local area to the extent feasible. Discounts used to establish the net price of the damaged production will be limited to those that are usual, customary, and reasonable. The price will not be reduced for:
 - (1) Moisture content;
 - (2) Damage due to uninsured causes; or
 - (3) Drying, handling, processing, or any other costs associated with normal harvesting, handling, and marketing of the rice; except, if the price of the damaged production can be increased by conditioning, we may reduce the price of the production after it has been conditioned by the cost of conditioning but not lower than the value of the production before conditioning,
(We may obtain prices from any buyer of our choice. If we obtain prices from one or more buyers located outside your local market area, we will reduce such prices by the additional costs required to deliver the rice to those buyers.);
 - (B) The value of the damaged or conditioned production will be divided by the local market price to determine the quality adjustment factor; and
 - (C) The number of pounds remaining after any reduction due to excessive moisture (the moisture-adjusted gross pounds (if appropriate)) of the damaged or conditioned production will then be multiplied by the quality adjustment factor to determine the net production to count.
 - (e) Any production harvested from plants growing in the insured crop may be counted as production of the insured crop on a weight basis.

13. Prevented Planting.

Your prevented planting coverage will be 45 percent of your production guarantee for timely planted acreage. If you have limited or additional levels of coverage, as specified in 7 CFR part 400, subpart T, and pay an additional premium, you may increase your prevented planting coverage to a level specified in the actuarial documents.