

SUMMARY OF CHANGES FOR THE FORAGE PRODUCTION CROP PROVISIONS (99-033)

The following is a brief description of changes to the crop provisions that will be effective for the 1999 crop year. Please refer to the 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) Modification of unit division provisions since provisions previously contained in section 2 regarding unit division requirements have been moved from the crop provisions to the Basic Provisions;
 - (c) Addition of late and prevented planting provisions to indicate that late and prevented planting coverage are not applicable to forage production; and
 - (d) Removal of provisions regarding written agreements now contained in the Basic Provisions.

DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
FORAGE PRODUCTION 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

Adequate stand - A population of live forage plants that equals or exceeds the minimum required number of plants per square foot as shown in the Special Provisions.

Air-dry forage - Forage that has dried in windrows by natural means to less than 13 percent moisture before being put into stacks or bales.

Crop year - The period from the date insurance attaches until harvest is normally completed, which is designated by the calendar year in which the majority of the forage is normally harvested.

Cutting - Severance of the forage plant from the land for the purpose of livestock feed.

Fall planted - A forage crop planted 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.

Harvest - Removal of forage from the windrow or field. Grazing will not be considered harvested.

Spring planted - A forage crop planted before July 1.

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

Year of establishment - The period between seeding and when the forage crop has developed an adequate stand. Insurance during the year of establishment may be available under the forage seeding policy. Insurance under this policy does not attach until after the year of establishment. The year of establishment is determined by the date of seeding. The year of establishment for spring planted forage is designated by the calendar year in which seeding occurred. The year of establishment for fall planted forage is designated by the calendar year after the year in which the crop was planted.

2. Unit Division

The optional unit provisions in section 34 of the Basic Provisions are not applicable. Optional units are not allowed.

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:

(a) You may only select one price election for all the forage 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 forage 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 a specific type, you must also choose 100 percent of the maximum price election for all other types.

(b) You must report the total production harvested from insurable acreage for all cuttings for each unit by the production reporting date.

(c) Separate guarantees will be determined by forage type, as applicable.

4. Contract Changes

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

6. Report of Acreage

In addition to section 6 of the Basic Provisions, you must submit separate acreage reports for acreage insured under the Forage Production Winter Coverage Endorsement and for all other insurable forage acreage.

7. Insured Crop

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

- (1) In which you have a share;
- (2) That is planted for harvest as livestock feed; and
- (3) That is grown after the year of establishment.

(b) In addition to the crop listed as not insured in section 8 (Insured Crop) of the Basic Provisions, we will not insure any forage that:

- (1) Does not have an adequate stand at the beginning of the insurance period;
- (2) Is grown with a non-forage crop; or
- (3) Exceeds the age limitations for forage stands contained in the Special Provisions.

8. Insurance Period

In lieu of the provisions of section 11 (Insurance Period) of the Basic Provisions:

(a) Insurance attaches on acreage with an adequate stand on the later of the date we accept your application or the applicable calendar dates listed below:

- (1) For the first and subsequent calendar years following the year of establishment, for acreage not insured under the Forage Production Winter Coverage Endorsement for:
 - (i) California February 1;
 - (ii) Colorado, Idaho, Nebraska, Nevada, Oregon, Utah, and Washington April 15;
 - (iii) Iowa, Minnesota, Montana, New Hampshire, New York, North Dakota, Pennsylvania, Wisconsin, Wyoming, and all other states May 22;
- (2) The calendar date specified in the Forage Production Winter Coverage Endorsement for acreage insured under such endorsement.

(b) Insurance ends at the earliest of:

- (1) Total destruction of the forage crop;
- (2) Removal from the windrow or the field for each cutting;
- (3) Final adjustment of a loss;

- (4) The date grazing commences on the forage crop;
- (5) Abandonment of the forage crop; or
- (6) The following dates of the crop year:
 - (i) All states except California . . .October 15;
 - (ii) California December 31.
- (c) In order to obtain year-round coverage for a calendar year, you must purchase the Forage Production Winter Coverage Endorsement.

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;
 - (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 covered in section 12 (Causes of Loss) of the Basic Provisions, we will not insure against damage that occurs after removal from the windrow.

10. Duties in the Event of Damage or Loss

In addition to your duties contained in section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions, if you discover any insured forage is damaged, or if you intend to claim an indemnity on any unit, you must give notice:

- (a) Of probable loss at least 15 days before the beginning of any cutting or immediately if probable loss is discovered after cutting has begun; and
- (b) At least 5 days before grazing of insured forage begins. Such notice must include the number of acres harvested and tons produced from each unit.

11. Settlement of Claim

- (a) We will determine your loss on a unit basis. In the event you are unable to provide production records for any 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 by:
 - (1) Multiplying the insured acreage for each type, by its respective production guarantee;
 - (2) Multiplying each result in section 11(b)(1) by the respective price election you selected;
 - (3) Totaling the results of each crop type in section 11(b)(2);
 - (4) Multiplying the total production to be counted of each type, if applicable, (see section 11(c)) by the respective price election you selected;
 - (5) Totaling the results of each crop type in section 11(b)(4);
 - (6) Subtracting the result in section 11(b)(5) from the result in section 11(b)(3); and
 - (7) Multiplying the result in section 11(b)(6) by your share.

- (c) The total production to count (in tons) from all insurable acreage on the unit will include:

- (1) All appraised production as follows:
 - (i) Not less than the production guarantee per acre 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 production records that are acceptable to us;
 - (ii) Production lost due to uninsured causes;
 - (iii) Unharvested production;
 - (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 and:
 - (A) 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 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) 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.

- (d) When forage is harvested as other than air-dry forage, the production to count will be adjusted to the equivalent of air-dry forage.
- (e) Any harvested production from plants growing in the forage will be counted as forage on a weight basis.
- (f) In addition to the provisions of section 15 (Production Included in Determining Indemnities) of the Basic Provisions, we may determine the amount of production of any unharvested forage on the basis of our field appraisals conducted after the normal time for each cutting for the area.

12. Late and Prevented Planting

The late and prevented planting provisions of the Basic Provisions are not applicable.

**DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
FORAGE PRODUCTION
WINTER COVERAGE ENDORSEMENT**



In return for payment of the additional premium designated in the actuarial documents, the Common Crop Insurance Policy Basic Provisions and the Forage Production Crop Insurance Provisions are amended to incorporate the following terms and conditions:

- (a) For this Endorsement to be effective, you must have the Common Crop Insurance Policy Basic Provisions and the Forage Production Crop Insurance Provisions in force and you must comply with all terms and conditions contained therein.
- (b) This Endorsement is not available for forage crops insured under a Catastrophic Risk Protection Endorsement.
- (c) You must elect this Endorsement on your application or on a form approved by us, for coverage under this Endorsement, on or before the sales closing date specified in the Special Provisions for the crop year in which you wish to insure your forage under this Endorsement.
- (d) This Endorsement is available for the following acreage in all counties for which the actuarial documents designates forage production premium rates:
 - (1) Fall planted acreage, for the first and subsequent crop years following the year of establishment; and
 - (2) Spring planted acreage, for the second and subsequent crop years following the year of establishment.
- (e) Under this Endorsement, the insurance period will be as follows:
 - (1) Insurance will attach on acreage with an adequate stand on the later of the date we accept your application or the applicable calendar dates following the end of the insurance period for the previous crop year as listed below:
 - (i) For all states except California . . . October 16;
 - (ii) For California January 1;
 - (2) Insurance will end on the earliest of:
 - (i) Total destruction of the forage crop;
 - (ii) Removal from the windrow or the field for each cutting;
 - (iii) Final adjustment of the loss;
 - (iv) Abandonment of the forage crop;
 - (v) The date grazing commences on the forage crop; or
 - (vi) The following dates of the crop year:
 - (A) All states except California . . . October 15;
 - (B) California December 31.
- (f) This is a continuous Endorsement and it will remain in effect for as long as your forage production policy remains in effect or you cancel this coverage in accordance with paragraph (g).
- (g) This Endorsement may be canceled by either you or us for any succeeding crop year by giving written notice on or before the cancellation date preceding the crop year for which the cancellation of this Endorsement is to be effective.