

SUMMARY OF CHANGES FOR THE CULTIVATED WILD RICE CROP PROVISIONS (09-0055)

The following is a brief description of changes to the crop provisions that will be effective for the 2009 crop year. Please refer to the crop provisions for more complete information.

Removed the provisions regarding document priority because these provisions are now contained in the Basic Provisions.

Section 1 – Revised the definition of “finished weight,” “recovery percentage,” and “shatter.” Removed the definitions of “determined recovery percentage,” “latest final planting date,” “processing,” and “standard recovery percentage.” Added a definition of “processor.”

Section 3 – Specify in section 3(a), only one percentage of the maximum price election may be selected for all the wild rice in the county.

Section 5 – Added new cancellation and termination dates for some California counties. Revised the termination dates for Minnesota and other California counties.

Section 7 – Added the end of insurance period for all other states is provided in the Special Provisions.

Section 8 – Added drought and the intrusion of saline water as insured causes of loss and added we will not insure against any loss of production due to the application of saline water, except as specified in these crop provisions.

Section 10 – Clarified that representative samples are required in accordance with section 14 of the Basic Provisions.

Section 11 – Reformatted to be consistent with the other Crop Provisions.

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
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 paddies.

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 appropriate 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:

<u>State</u>	<u>Cancellation Date</u>	<u>Termination Date</u>
Mendocino, Glenn, Butte, and Sierra Counties, California; and all California Counties south thereof;	February 28	February 28.
Minnesota; All Other California Counties; and All Other States	September 30	November 30

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;
 - (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
 - (2) 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 by:
- (1) Multiplying the insured acreage by its respective production guarantee;
 - (2) Multiplying the result in section 11(b)(1) by the respective price election;
 - (3) Totaling the results of section 11(b)(2);
 - (4) Multiplying the total production to be counted, (see section 11(c) through (d)) by the respective price election;
 - (5) Totaling the results of section 11(b)(4);
 - (6) Subtracting the result of section 11(b)(5) from the result of section 11(b)(3); and
 - (7) Multiplying the result of section 11(b)(6) by your share.

For example:

You have a 100 percent share in 100 acres of cultivated wild rice in the unit, with a guarantee of 400 pounds per acre and a price election of \$1.00 per pound. You are only able to harvest 20,000

pounds. Your indemnity would be calculated as follows:

- (1) 100 acres X 400 pounds = 40,000 pound guarantee;
 - (2) 40,000 pounds X \$1.00 per pound price election = \$40,000 value of guarantee;
 - (3) 20,000 pounds X \$1.00 per pound price election = \$20,000 value of production to count;
 - (4) \$40,000 - \$20,000 = \$20,000 loss; and
 - (5) \$20,000 X 100 percent share = \$20,000 indemnity payment.
- (c) The total production to count (finished weight) 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) 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 green weight production must be adjusted in accordance with section 11(d)); and
 - (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 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.
- (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.