

## **SUMMARY OF CHANGES FOR THE FORAGE PRODUCTION CROP PROVISIONS (01-033)**

The following is a brief description of changes to the crop provisions that will be effective for the 2001 and succeeding crop years. Please refer to the crop provisions for more complete information.

- Section 1 - Added definitions of “direct marketing” and “windrow” and revised the definition of “cutting.”
- Section 2 - Removed the unit division provisions previously contained in section 2 regarding the unit division requirements. Unit structure will be in accordance with the Basic Provisions. The current provisions did not offer optional units.
- Deleted section 2 and redesignated sections 3 through 12 as 2 through 11.
- Redesignated section 4 - Changed the “Cancellation and Termination” dates for California, Nevada and Utah to October 31.
- Redesignated section 5 - Revised “Report of Acreage” to require the insured to report all the insured acreage of forage on or before the acreage reporting date specified in the Special Provisions. This change eliminates any reference to the Forage Production Winter Coverage Endorsement.
- Redesignated section 7 - Revised “Insurance Period” to allow year round coverage in California unless otherwise specified in the Special Provisions.
- Redesignated section 9 - Revised “Duties in the Event of Damage or Loss” to require the insured to notify us before any production will be sold by direct marketing.
- Redesignated section 10 - Revised to add examples (1) and (2) claim for an indemnity in section 10(b).
- The Forage Production Winter Coverage Endorsement has been eliminated from these provisions. Winterkill will be covered under the insurable peril, “adverse weather.”

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FORAGE PRODUCTION CROP PROVISIONS (01-033) (Rev. 3-00)**

The following is a brief description of changes to the crop provisions that will be effective for the 2001 and succeeding crop years. Please refer to the crop provisions for more complete information.

- Section 1 - Added definitions of “fall planted” and “spring planted.”
- Section 7 - Revised “Insurance Period” to specify dates that insurance attaches and ends for fall and spring planted forage in specific states and counties.



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 within which the forage production is normally grown, which is designated by the calendar year in which the forage is normally harvested.

**Cutting** -The severance of the forage plant from its roots.

**Direct marketing** - Sale of the forage crop directly to consumers without the intervention of an intermediary such as a wholesaler, shipper, buyer, or broker. An example of direct marketing is selling directly to other producers.

**Fall planted** - A forage crop seeded 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 seeded before July 1.

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

**Windrow** - Forage that is cut and placed in a row.

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

In addition to the requirements of section 3 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.

3. **Contract Changes.**

In accordance with section 4 of the Basic Provisions, the contract change date is June 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:

<u>State &amp; County</u>	<u>Cancellation/Termination Date</u>
California, Nevada	
and Utah . . . . .	October 31;
All other states . . . . .	September 30.

5. **Report of Acreage.**

In lieu of the provisions of section 6(a) of the Basic Provisions, a report of all insured forage production acreage must be submitted on or before each forage production acreage reporting date specified in the Special Provisions.

6. **Insured Crop.**

(a) In accordance with section 8 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; and
- (2) That is grown during one or more years 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.

7. **Insurance Period.**

In lieu of the provisions of section 11 of the Basic Provisions :

(a) Insurance attaches on acreage with an adequate stand on the following dates:

- (1) For the calendar year following the year of seeding for:
  - (i) Spring planted forage in Lassen, Modoc, Mono, Shasta and Siskiyou Counties California,

- Colorado, Idaho, Nebraska, Nevada, Oregon, Utah and Washington . . . . . April 15;
- (ii) Spring planted forage in Iowa, Minnesota, Montana, New Hampshire, New York, North Dakota, Pennsylvania, Wisconsin, Wyoming and all other states . . . . . May 22;
- (iii) Fall planted forage in Lassen, Modoc, Mono, Shasta and Siskiyou Counties California, and all other states . . . . . October 16;
- (iv) Fall planted forage in all California counties except Lassen, Modoc, Mono, Shasta, and Siskiyou . . . . . December 1.
- (2) For the calendar year of seeding for spring planted acreage in all California counties except Lassen, Modoc, Mono, Shasta and Siskiyou . . . . . December 1.
- (3) For calendar years subsequent to the calendar year following the year of seeding for:
  - (i) Lassen, Modoc, Mono, Shasta and Siskiyou California counties, and all other states . . . . . October 16;
  - (ii) All California counties except Lassen, Modoc, Mono, Shasta and Siskiyou . . . . . December 1.
- (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) For Lassen, Modoc, Mono, Shasta and Siskiyou Counties California, and all other states . . . . . October 15;
    - (ii) For all California counties except Lassen, Modoc, Mono, Shasta and Siskiyou . . . . . November 30.

**8. Causes of Loss.**

- (a) In accordance with the provisions of 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 an insured peril that occurs during the insurance period.

- (b) In addition to the causes of loss specifically excluded in section 12 of the Basic Provisions, we will not insure against damage of loss of production that occurs after removal from the windrow.

**9. Duties in the Event of Damage or Loss.**

- In addition to the requirements of section 14 of the Basic Provisions, the following will apply:
- (a) You must notify us within 3 days of the date harvest should have started if the insured crop will not be harvested;
  - (b) You must notify us at least 15 days before any production from any unit will be sold by direct marketing unless you have records verifying that the forage was direct market. Failure to give timely notice that production will be sold by direct marketing will result in an appraised amount of production to count of not less than the production guarantee per acre if such failure results in our inability to make the required appraisal;
  - (c) If you intend to claim an indemnity on any unit, you must notify us a least 15 days prior to the beginning of harvest if you previously gave notice in accordance with section 14 of the Basic Provisions so that we may inspect the damage production. You must not destroy the damage crop until after we have given you written consent to do so. If you fail to meet the requirements of this section, and such failure results in our inability to inspect the damaged production, all such production will be considered undamaged and will be included as production to count; and
  - (d) You must notify us at least 5 days before grazing of insured forage begins so we can conduct an appraisal to determine production to count. Failure to give timely notice that the acreage will be grazed will result in an appraised amount of production to count of not less than the production guarantee per acre.

**10. 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 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.

Example 1:

Assume you have a 100 percent share in 100 acres of type A forage in the unit, with a guarantee of 3.0 tons per acre and a price election of \$65.00 per ton. Due to adverse weather you were only able to harvest 50.0 tons. Your indemnity would be calculated as follows:

1. 100 acres type A X 3 tons = 300 ton guarantee;
- 2 & 3. 300 tons X \$65 price election = \$19,500 total value guarantee;
- 4 & 5. 50 tons production to count X \$65 price election = \$3,250 total value of production to count;
6. \$19,500 value guarantee - \$3,250 = \$16,250 loss; and
7. \$16,250 X 100 percent share = \$16,250 indemnity payment.

Example 2:

Assume you also have a 100 percent share in 100 acres of type B forage in the same unit, with a guarantee of 1.0 ton per acre and a price election of \$50.00 per ton. Due to adverse weather you were only able to harvest 5.0 tons. Your total indemnity for forage production for both types A and B in the same unit would be calculated as follows:

1. 100 acres X 3 tons = 300 ton guarantee for type A; and  
100 acres X 1 ton = 100 ton guarantee for type B;
2. 300 ton guarantee X \$65 price election = \$19,500 total value of the guarantee for type A; and  
100 ton guarantee X \$50 price election = \$5,000 total value of the guarantee for type B;
3. \$19,500 + \$5,000 = \$24,500 total value of the guarantee;
4. 50 tons X \$65 price election = \$3,250 total value of production to count for type A; and  
5 tons X \$50 price election = \$250 total value of production to count for type B;
5. \$3,250 + \$250 = \$3,500 total value of production to count for types A and B;
6. \$24,500 - \$3,500 = \$21,000 loss; and
7. \$21,000 loss X 100 percent share = \$21,000 indemnity payment.

- (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 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.

**11. Late and Prevented Planting**

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