

SUMMARY OF CHANGES FOR THE FORAGE PRODUCTION CROP PROVISIONS (21-033)

The following is a brief description of changes to the crop provisions that will be effective for the 2021 and succeeding crop years. Please refer to the crop provisions for more complete information.

Removed the paragraph immediately preceding section 1 that referred to the order of priority in the event of conflict as this information is contained in the Basic Provisions.

Revised the Crop Provisions throughout to update terminology and remove references to section names and numbers from the Basic Provisions.

Section 1 (“Definitions”)

- Revised definitions of “adequate stand”, “fall planted”, “harvest”, “spring planted”, and “year of establishment”
- Added definition of “normal planting density”-

Section 2 (“Insurance Guarantees, Coverage Levels, and Prices for Indemnities”)

- Revised to replace “special provisions” with “actuarial documents”

Section 4 (“Cancellation and Termination Dates”)

- Revised to include “Arizona” in the cancellation/termination date of October 31
- Deleted “Nevada” and “Utah” because they are included in the September 30 cancellation/termination date for “All other states”

Section 6 (“Insured Crop”)

- Revised to specify that the insured crop should not be grown with the intent to be grazed and cannot be grazed at any time during the insurance period.
- Revised so that crop insured will include all forage that follows a year of establishment that results in an adequate stand as shown in the Special Provisions

Section 7 (“Insurance Period”)

- Revised the references to the insurance attachment dates to the actuarial documents
- Revised the reference to the end of insurance period dates to the actuarial documents

Section 8 (“Causes of Loss”)

- Revised to specify that insurance will not cover damage of loss of production that occurs after harvest

Section 9 (“Duties in the Event of Damage or Loss”)

- Revised to specify that a producer must notify within 3 days of the date cutting should have started if the insured crop will not be harvested;

Section 10 (“Settlement of Claim”)

- Revised references in Section 10(b)
- Revised editorial typos in Example 1 and 2

**DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
FORAGE PRODUCTION CROP PROVISIONS**



1. Definitions.

Adequate stand – The number shown in the Special Provisions, representing:

- (a) For forage containing 60 percent or more alfalfa, the minimum required number of live alfalfa stems per square foot that are two inches or greater in height; or
- (b) For forage containing less than 60 percent alfalfa, the normal planting density.

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 -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, except when specified in the Special Provisions.

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.

Normal planting density – The minimum number of live plants per square foot as shown in the Special Provisions.

Spring planted - A forage crop seeded before July 1, except when specified in the Special Provisions.

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. 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. Insurance under this policy does not attach until after the year of establishment. Insurance during the year of establishment may be available under the forage seeding policy.

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 actuarial documents provide different price elections by type, in which case you may select one price election for each forage type designated in the actuarial documents. 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</u>	<u>Cancellation/ Termination Date</u>
Arizona and California	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 acreage of forage production 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;
 - (2) That is not grown with the intent to be grazed, or grazed at any time during the insurance period; and
 - (3) That follows a year of establishment that results in an adequate stand as shown in the Special Provisions.

(b) In addition to the crops listed as not insured in section 8 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 applicable date shown in the actuarial documents; and
- (b) Forage production 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 end of the insurance period date shown in the actuarial documents.

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 harvest.

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 cutting 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 marketed. 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 at 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 damaged production. You must not destroy the damaged 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 10(b)(1) by the respective price election you selected;
 - (3) Totaling the results of each crop type in section 10(b)(2);
 - (4) Multiplying the total production to be counted of each type, if applicable, (see section 10(c)) by the respective price election you selected;
 - (5) Totaling the results of each crop type in section 10(b)(4);
 - (6) Subtracting the result in section 10(b)(5) from the result in section 10(b)(3); and
 - (7) Multiplying the result in section 10(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 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 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.