

SUMMARY OF CHANGES FOR THE FORAGE SEEDING CROP PROVISIONS (21-032)

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.

The paragraph immediately preceding section 1 that referred to the order of priority in the event of conflict has been removed. 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")

- Added definitions of "adequate stand", "amount of insurance", "companion crop", and "normal planting density".
- Revised the definitions of "fall planted", "good farming practices", "harvest", "planted acreage", "replanting", "sales closing date", and "spring planted".
- Removed the definitions of "normal stand", "nurse crop (companion crop)", which were replaced with the new definitions of "companion crop" and "normal planting density".

Section 3 ("Amounts of Insurance")

- Added language to address dual county sales closing dates

Section 5 ("Cancellation and Termination Dates")

- Added new dates for the 2021 and the succeeding crop years to allow for expansion of the fall planted practice.

Section 6 ("Report of Acreage")

- Replaced the term "acreage report date" with "acreage reporting date" to be consistent with the Basic Provisions.

Section 7 ("Insured Crop")

- Replaced the term "a normal stand" with "an adequate stand" and replaced the term "nurse crop" with "companion crop".

Section 8 ("Insurable Acreage")

- Removed state and county specific provisions.
- Replaced the term "normal stand" with "normal planting density".

Section 9 ("Insurance Period")

- Moved the end of insurance period dates to the actuarial documents.

Section 10 ("Causes of Loss")

- Replaced the term "a stand of forage" with "an adequate stand".

Section 11 ("Replanting Payment")

- Revised to state unless otherwise specified in the Special Provisions, a replanting payment is allowed.
- Revised to state that in California, acreage planted to the insured crop is damaged by an insurable cause of loss occurring before the spring final planting date in the actuarial documents to the extent that less than 75 percent of the normal planting density remains, and the crop can reach maturity before the end of the insurance period must be replanted.
- Revised to remove reference to specific California counties and to instead state in all other states.

Section 12 ("Duties in the Event of Damage or Loss")

- Revised the title

- Removed phrase “(Duties in the Event of Damage or Loss)” in 12(b)
- Revised 12(b) adding “damaged” before “fall planted acreage” and removed “that is damaged” to simplify and provide clarity to the paragraph.

Section 13 (“Settlement of Claim”)

- Moved steps previously found in Section 13(b) and 13(c) to 13(a) and revised the following example accordingly.



**DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
FORAGE SEEDING 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.

Amount of insurance - The dollar amount of insurance per acre obtained by multiplying the reference maximum dollar amount shown in the actuarial documents by the coverage level percentage you elect.

Companion crop - A crop seeded into the same acreage as another crop, that is intended to be harvested separately, and that is planted to improve growing conditions for the crop with which it is grown.

Crop year - The period within which the planting is or normally would become established and shall be designated by the calendar year in which the planting is made for spring planted acreage and the next succeeding calendar year for fall planted acreage.

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.

Good farming practices – In lieu of the definition in the Basic Provisions, the cultural practices generally in use in the county for the crop to make normal progress toward maturity and produce an adequate stand, and which are those generally recognized by agricultural experts or organic agricultural experts as compatible with agronomic and weather conditions for the area.

Harvest - Severance of the forage plant from its roots. Acreage that is grazed will not be considered harvested.

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

Planted acreage - In addition to the definition in the Basic Provisions, land on which seed is initially spread onto the soil surface by any method and subsequently is mechanically incorporated into the soil in a timely manner and at the proper depth will be considered planted, unless otherwise provided by the Special Provisions, actuarial documents, or written agreement.

Replanting – In addition to the definition in the Basic Provisions, placing new seed into an existing damaged stand, using a reduced seeding rate from the original seeding rate, will not be considered replanting.

Sales closing date - In lieu of the definition contained

in the Basic Provisions, a date contained in the Special Provisions by which an application must be filed and by which you may change your crop insurance coverage for a crop year. If the Special Provisions provide a sales closing date for both fall planted and spring planted practices for the insured crop and you plant any insurable fall planted acreage, you may not change your crop insurance coverage after the sales closing date for the fall planted practice.

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

2. Unit Division.

A basic unit, as defined in section 1 of the Basic Provisions, will also be divided into additional basic units by spring planted and fall planted acreage.

3. Amounts of Insurance.

In addition to the requirements of section 3 of the Basic Provisions:

- (a) You may only select one coverage level and the corresponding amount of insurance designated in the actuarial documents for the applicable type and practice for all the forage seeding in the county that is insured under this policy. The amount of insurance you choose for each type and practice must have the same percentage relationship to the maximum amount of insurance offered by us for each type and practice. For example, if you choose 100 percent of the maximum amount of insurance for a specific type and practice, you must also choose 100 percent of the maximum amount of insurance for all other types and practices.
- (b) In counties with both fall and spring sales closing dates for the insured crop:
 - (1) If you do not have any fall planted acreage, you may purchase or revise your coverage for your spring planted acreage until the spring sales closing date;
 - (2) In accordance with section 3(a), if you insured your fall planted acreage, you must insure your spring planted acreage with the same coverage as the fall planted acreage; and
 - (3) If you did not insure your fall planted acreage, you are not eligible to purchase insurance for the spring planted acreage.
- (c) The production reporting requirements contained in section 3 of the Basic Provisions, do not apply to forage seeding.

4. Contract Changes.

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date for counties with a March 15 cancellation date and April 30 preceding the

cancellation date for all other counties.

5. Cancellation and Termination Dates.

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are:

State	Cancellation	Termination
Maine	March 15	March 15
All other states	July 31	September 30

6. Report of Acreage.

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

7. Insured Crop.

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:

- (a) In which you have a share;
- (b) That is planted during the current crop year, or replanted during the calendar year following planting, to establish an adequate stand of forage;
- (c) That is not grown with the intent to be grazed, or not grazed at any time during the insurance period; and
- (d) That is not interplanted with another crop, except companion crops, unless allowed by the Special Provisions or by written agreement.

8. Insurable Acreage.

In addition to the provisions of section 9 of the Basic Provisions, unless otherwise specified in the Special Provisions, any acreage of the insured crop damaged before the spring final planting date, to the extent that such acreage has less than 75 percent of a normal planting density, must be replanted unless we agree that it is not practical to replant.

9. Insurance Period.

In lieu of the provisions of section 11 of the Basic Provisions regarding when insurance ends, forage seeding insurance will end at the earliest of:

- (a) Total destruction of the insured crop on the unit;
- (b) The initial harvest of the unit, if a late harvest date is not listed in the Special Provisions;
- (c) The first harvest after the late harvest date, if a late harvest date is specified in the Special Provisions (You may harvest the crop as often as practical in accordance with good farming practices on or before the late harvest date);
- (d) Final adjustment of a loss on a unit;
- (e) Abandonment of the insured crop;
- (f) The date grazing commences on the insured crop; or
- (g) The end of insurance period date shown in the actuarial documents.

10. Causes of Loss.

In accordance with the provisions of section 12 of the

Basic Provisions, insurance is provided only against the following causes that result in loss of, or failure to establish, an adequate stand that occurs during the insurance period:

- (a) Adverse weather conditions;
- (b) Fire;
- (c) Insects, but not damage due to insufficient or improper application of pest control measures;
- (d) Plant disease, but not damage due to insufficient or improper application of disease control measures;
- (e) Wildlife;
- (f) Earthquake;
- (g) Volcanic eruption; or
- (h) Failure of the irrigation water supply, if caused by an insured peril that occurs during the insurance period.

11. Replanting Payment.

In lieu of the provisions contained in section 13 of the Basic Provisions:

- (a) Unless otherwise specified in the Special Provisions, a replanting payment is allowed if:
 - (1) It is practical to replant;
 - (2) We give written consent to replant;
 - (3) In California, acreage planted to the insured crop is damaged by an insurable cause of loss occurring before the spring final planting date in the actuarial documents to the extent that less than 75 percent of the normal planting density remains, and the crop can reach maturity before the end of the insurance period;
 - (4) In all other states:
 - (i) The insured spring or fall planted acreage is damaged by an insurable cause of loss to the extent that less than 75 percent of the normal planting density remains;
 - (ii) If fall planted, the acreage is replanted the following spring by the spring final planting date; and
 - (iii) If spring planted, the original planting took place after the earliest planting date shown in the Special Provisions, and the acreage is replanted by the spring final planting date shown in the Special Provisions.
- (b) The amount of the replanting payment will be equal to 50 percent of the amount of indemnity determined in accordance with section 13(a) unless otherwise specified in the Special Provisions.
- (c) No replanting payment will be made on acreage for which one replanting payment has been allowed.
- (d) If the information reported by you on the acreage report results in a lower premium than the actual premium determined to be due based on the acreage, share, practice, or type determined actually to have existed, the replanting payment will be reduced proportionately.

12. Duties in the Event of Damage or Loss.

- (a) In accordance with the requirements of section 14 of the Basic Provisions, the representative samples of the 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 tilling of the balance of the unit is completed.
- (b) In addition to the requirements of section 14 of the Basic Provisions, you must give us written notice if, during the period before destroying the crop on any damaged fall planted acreage, you decide to replant the acreage by the spring final planting date.

13. Settlement of Claim.

In the event of loss or damage covered by this policy, we will settle your claim on any unit by:

- (a) For each type and practice:
 - (1) Determining the value of all insured acreage by multiplying the number of insured acres by the dollar amount of insurance;
 - (2) Determining the value of the acreage with no insurable losses, by multiplying the dollar amount of insurance by the insured acreage that:
 - (i) Has at least 75 percent of an adequate stand;
 - (ii) Was abandoned or put to another use without our prior written consent;
 - (iii) Was damaged solely by an uninsured cause; or
 - (iv) Was harvested and not reseeded.
 - (3) Determining the value of the acreage with partial insurable losses, by multiplying the dollar amount of insurance by the number of insured acres that have a stand less than 75 percent but more than 55 percent of an adequate stand, by 50 percent (0.5);
 - (4) Adding the results in section 13(a)(2) and section 13(a)(3);
 - (5) Subtracting the results in section 13(a)(4) from the results in section 13(a)(1); and
 - (6) Multiplying the result in section 13(a)(3) by your share; and
- (b) Totaling the results in section 13(a).

Example:

Assume you have a 100 percent share in 30 acres of type A forage in the unit, with an amount of insurance of \$100 per acre. At the time of loss, the following findings are established: 10 acres had a remaining stand of 75 percent of an adequate stand or greater. 20 acres had a remaining stand less than 75 percent but more than 55 percent of an adequate stand.

You also have a 100 percent share 20 acres of type B forage in the unit, with an amount of insurance of

\$90 per acre. 10 acres had a remaining stand of 75 percent of an adequate stand or greater. 10 acres had a remaining stand less than 55 percent of an adequate stand.

Your indemnity would be calculated as follows:

1. 30 acres X \$100 = \$3,000 amount of insurance for type A;
20 acres X \$90 = \$1,800 amount of insurance for type B;
2. 10 acres with 75% of an adequate stand or greater X \$100 = \$1,000 for type A;
10 acres with 75% of an adequate stand or greater X \$90 = \$900 for type B;
3. 20 acres with less than 75% but greater than 55% of an adequate stand X \$100 X 50 percent = \$1,000 for type A;
0 acres with less than 75% but greater than 55% of an adequate stand X \$90 X 50 percent = \$0 for type B;
4. \$1,000 + \$1,000 = \$2,000 reduction for type A;
\$900 + \$0 = \$900 reduction for type B;
5. \$3,000 - \$2,000 = \$1,000 for type A;
\$1,800 - \$900 = \$900 for type B;
6. \$1,000 X 100 percent share = \$1,000 for type A;
\$900 X 100 percent share = \$900 for type B;
7. \$1,000 + \$900 = \$1,900 total indemnity.

14. Late and Prevented Planting.

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