**SUMMARY OF CHANGES FOR THE**
**FRESH MARKET SWEET CORN CROP PROVISIONS (23-0044)**
**(Released November 2022)**

The following is a brief description of changes to the Crop Provisions that will be effective for the 2023 and succeeding crop years in counties with a contract change date of November 30, and for the 2024 and succeeding crop years in counties with a contract change date prior to November 30. Please refer to the Crop Provisions for more complete information.

- Section 1 –
  - Clarified the definition of “allowable cost” to indicate the dollar amount per container is found in the actuarial documents rather than the Special Provisions;
  - Reduced redundancy and eliminated potential conflicts between the CCIP Basic Provisions and individual Crop Provisions by removing the definition of “direct marketing” and relying on the definition in the CCIP Basic Provisions;
  - Clarified the definition of “minimum-value” to indicate the dollar amount per container is found in the actuarial documents rather than the Special Provisions;
  - Added the corresponding section of the Basic Provisions to the definition of “planted acreage.”

- Section 4 – Updated the list of counties and states in the table.

- Section 5 – Updated the list of eligible counties and states in the table.

- Section 8 – Added the word “and” to paragraph (b)(3).

- Section 13 –
  - Removed the capitalization of minor words in the section heading.
  - Clarified in paragraph (b) that if any portion of your crop will be direct marketed you must notify us 15 days before the crop is harvested.
  - Removed the words “sold by” and adding “harvested for” in their place in paragraph (c).

- Section 14 –
  - Corrected spelling of the word “totalling” with “totaling” in paragraph (b)(3).
  - Updated the values in the indemnity calculation example in paragraph (b).

- Section 16 – Clarified paragraph (b)(1) to indicate the minimum value option is found in the actuarial documents rather than the Special Provisions.

# UNITED STATES DEPARTMENT OF AGRICULTURE
## Federal Crop Insurance Corporation
## FRESH MARKET SWEET CORN CROP PROVISIONS

**1. Definitions**

**Allowable cost** - The dollar amount per container for harvesting, packing, and handling as shown in the actuarial documents.

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

**Average net value per container** - The dollar amount obtained by totaling the net values of all containers of sweet corn sold and dividing the result by the total number of containers of all sweet corn sold.

**Container** - The unit of measurement for the insured crop as specified in the Special Provisions.

**Crop year** - In lieu of the definition of "crop year" contained in section 1 of the Basic Provisions, for counties with fall, winter, and spring planting periods or counties with fall and spring planting periods, the period of time that begins on the first day of the earliest planting period for fall planted sweet corn and continues through the last day of the insurance period for spring planted sweet corn. For counties with only spring planting periods, the period of time that begins on the earliest planting period for spring planted sweet corn and continues through the last day of the insurance period for spring planted sweet corn. The crop year is designated by the calendar year in which spring planted sweet corn is harvested.

**Harvest** - Separation of ears of sweet corn from the plant by hand or machine.

**Marketable sweet corn** - Sweet corn that is sold for any purpose or grades U.S. No. 1 or better in accordance with the requirements of the United States Standards for Grades of Sweet Corn.

**Minimum value** - The dollar amount per container shown in the actuarial documents we will use to value marketable production to count.

**Net value** - The dollar value of packed and sold sweet corn obtained by subtracting the allowable cost and any additional charges specified in the Special Provisions from the gross value per container of sweet corn sold. This result may not be less than zero.

**Plant stand** - The number of live plants per acre prior to the occurrence of an insurable cause of loss.

**Planted acreage** - In addition to the definition contained in section 1 of the Basic Provisions, for each planting period, sweet corn seed must be planted in rows far enough apart to permit mechanical cultivation, unless otherwise provided by the Special Provisions, actuarial documents, or by written agreement.

**Planting period** - The period of time designated in the actuarial documents in which sweet corn must be planted to be considered fall, winter, or spring-planted sweet corn.

**Potential production** - The number of containers of sweet corn that the sweet corn plants will or would have produced per acre by the end of the insurance period, assuming normal growing conditions and practices.

**Practical to replant** - In lieu of the definition in section 1 of the Basic Provisions, our determination, after loss or damage to the insured crop, based on factors, including but not limited to moisture availability, condition of the field, marketing windows, and time to crop maturity, that replanting to the insured crop will allow the crop to attain maturity prior to the calendar date for the end of the insurance period (inability to obtain seed will not be considered when determining if it is practical to replant).

**Sweet corn** - A type of corn with kernels containing a high percentage of sugar that is adapted for human consumption as a vegetable.

**2. Unit Division**

A basic unit, as defined in section 1 of the Basic Provisions, will also be established for each planting period.

**3. Amounts of Insurance and Production Stages**

(a) In addition to the requirements of section 3 of the Basic Provisions, you may select only one coverage level (and the corresponding amount of insurance designated in the actuarial documents for the applicable planting period and practice) for all the sweet corn in the county insured under this policy.

(b) The amount of insurance you choose for each planting period and practice must have the same percentage relationship to the maximum price offered by us for each planting period and practice. For example, if you choose 100 percent of the maximum amount of insurance for a specific planting period and practice, you must also choose 100 percent of the maximum amount of insurance for all other planting periods and practices.

(c) The production reporting requirements contained in section 3 of the Basic Provisions do not apply to sweet corn.

(d) If specified in the Special Provisions, we will limit your amount of insurance per acre if you have not produced the minimum amount of production of sweet corn contained in the Special Provisions in at least one of the three most recent crop years.

(e) The amounts of insurance are progressive by stages as follows:

| Stage | Percent of the amount of insurance per acre that you selected | Length of time |
|---|---|---|
| 1 | 65 | From planting through the beginning of tasseling (which is when the tassel becomes visible above the whorl). |
| Final | 100 | From tasseling until the acreage is harvested. |

(f) The indemnity payable for any acreage of sweet corn will be based on the stage the plants had achieved when damage occurred. Any acreage of sweet corn damaged in the first stage to the extent that the majority of producers in the area would not normally further care for it will have an amount of insurance based on the first stage for the purposes of establishing an indemnity even if you continue to care for the damaged sweet corn.

**4. Contract Changes**

In accordance with section 4 of the Basic Provisions, the contract change date shown below is the date preceding the cancellation date:

| State and county | Date |
|---|---|
| All Florida counties; and all Georgia counties for which the Special Provisions designate a fall planting period. | April 30 |
| Toombs County, Georgia; and all other states. | November 30 |

**5. Cancellation and Termination Dates**

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

| State and county | Cancellation and termination Dates |
|---|---|
| Florida and all Georgia counties for which the Special Provisions designate a fall planting period. | July 31 |
| Alabama; and Toombs County, Georgia | February 15 |
| All other states | March 15 |

**6. Report of Acreage**

In addition to the requirements of section 6 of the Basic Provisions, you must report on or before the acreage reporting date contained in the Special Provisions for each planting period, all the acreage of sweet corn in the county insured under this policy in which you have a share.

**7. Annual Premium**

In lieu of the premium amount determinations contained in section 7 of the Basic Provisions, the annual premium amount for each cultural practice (*e.g.,* fall-planted irrigated) is determined by multiplying the final stage amount of insurance per acre by the premium rate for the cultural practice as established in the Actuarial Table, by the insured acreage, by your share at the time coverage begins, and by any applicable premium adjustment factors contained in the actuarial documents.

**8. Insured Crop**

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

(a) In which you have a share;
(b) That is:
  (1) Planted to be harvested and sold as fresh market sweet corn;
  (2) Planted within the planting periods designated in the actuarial documents;
  (3) Grown under an irrigated practice, unless otherwise provided in the Special Provisions; and
  (4) Grown by a person who in at least one of the three previous crop years:
    (i) Grew sweet corn for commercial sale; or
    (ii) Participated in managing a sweet corn farming operation.
(c) That is not:
  (1) Interplanted with another crop;
  (2) Planted into an established grass or legume; or
  (3) Grown for direct marketing, unless otherwise provided in the Special Provisions or by written agreement.

**9. Insurable Acreage**

In addition to the provisions of section 9 of the Basic Provisions any acreage of sweet corn damaged during the planting period in which initial planting took place:

(a) Must be replanted if:
  (1) Less than 75 percent of the plant stand remains;
  (2) It is practical to replant; and
  (3) The final day of the planting period has not passed at the time the crop was damaged.
(b) Whenever sweet corn is initially planted during the fall or winter planting periods and the final planting date for the planting period has passed, but it is considered practical to replant, you may elect:
  (1) To replant such acreage and collect any replant payment due as specified in section 12. The initial planting period coverage will continue for such replanted acreage; or
  (2) Not to replant such acreage and receive an indemnity based on the stage of growth the plants had attained at the time of damage. However, such an election will result in the acreage being uninsurable in the subsequent planting period.

**10. Insurance Period**

In lieu of the provisions of section 11 of the Basic Provisions, coverage begins on each unit or part of a unit the later of the date we accept your application, or when the sweet corn is planted in each planting period. Coverage ends at the earliest of:

(a) Total destruction of the sweet corn on the unit;
(b) Abandonment of the sweet corn on the unit;
(c) The date harvest should have started on the unit on any acreage which will not be harvested;
(d) Final adjustment of a loss on the unit;
(e) Final harvest; or
(f) 100 days after the date of planting or replanting, unless otherwise provided in the Special Provisions.

**11. 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) Wildlife;
  (4) Volcanic eruption;
  (5) Earthquake;
  (6) Insects, but not damage due to insufficient or improper application of pest control measures;
  (7) Plant disease, but not damage due to insufficient or improper application of disease control measures; or
  (8) Failure of the irrigation water supply, if caused by an insured cause of loss that occurs during the insurance period.

(b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure against damage or loss due to:
(1) Failure to harvest in a timely manner unless harvest is prevented by one of the insurable causes of loss specified in section 11(a); or
(2) Failure to market the sweet corn unless such failure is due to actual physical damage caused by an insured cause of loss as specified in section 11(a). For example, we will not pay you an indemnity if you are unable to market due to quarantine, boycott, or refusal of any person to accept production.

**12. Replanting Payments**

(a) In accordance with section 13 of the Basic Provisions, a replanting payment is allowed if, due to an insured cause of loss, more than 25 percent of the plant stand will not produce sweet corn and it is practical to replant.
(b) The maximum amount of the replanting payment per acre will be the lesser of your actual cost of replanting or the result obtained by multiplying the per acre replanting payment amount contained in the Special Provisions by your insured share.
(c) In lieu of the provisions contained in section 13 of the Basic Provisions, limiting a replanting payment to one each crop year, only one replanting payment will be made for acreage planted during each planting period within the crop year.

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

In addition to the requirements contained in section 14 of the Basic Provisions, if you intend to claim an indemnity on any unit:
(a) You also must give us notice not later than 72 hours after the earliest of:
(1) The time you discontinue harvest of any acreage on the unit;
(2) The date harvest normally would start if any acreage on the unit will not be harvested; or
(3) The calendar date for the end of the insurance period.
(b) If any portion of your crop will be direct marketed, you must notify us at least 15 calendar days before any production will be harvested. We will conduct an appraisal that will be used to determine the value of your production to count for production that is sold by direct marketing. If damage occurs after this appraisal, we will conduct an additional appraisal if you notify us that additional damage has occurred. These appraisals, and/or any acceptable production records provided by you, will be used to determine the value of your production to count.
(c) Failure to give timely notice that production will be harvested for direct marketing will result in an appraised amount of production to count of not less than the dollar amount of insurance (per acre) for the applicable stage if such failure results in our inability to accurately determine the value of production.

**14. 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 unit, we will combine all optional units for which such production records were not provided; or
(2) For any 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 in each stage by the amount of insurance per acre for the final stage;
(2) Multiplying each result in section 14(b)(1) by the percentage for the applicable stage (see section 3(e));
(3) Totaling the results of section 14(b)(2);
(4) Subtracting either of the following values from the result of section 14(b)(3):
(i) For other than catastrophic risk protection coverage, the total value of production to be counted (see section 14(c)); or
(ii) For catastrophic risk protection coverage, the result of multiplying the total value of production to be counted (see section 14(c)) by fifty-five percent; and
(5) Multiplying the result of section 14(b)(4) by your share.

For Example:
You have a 100 percent share in 65.3 acres of fresh market sweet corn in the unit (15.0 acres in stage 1 and 50.3 acres in the final stage), with a dollar amount of insurance of $1,000 per acre. The 15.0 acre field was damaged by flood and appraisals of the crop determined there was no potential production to be counted. From the 50.3 acre field, you are only able to harvest 5,627 containers of sweet corn. The net value of all sweet corn production sold ($3.50 per container) is greater than the Minimum Value per container ($3.30). The 5,627 containers sold × $3.50 average net value per container = $19,694.50value of your production to count. Your indemnity would be calculated as follows:

| | |
|---|---|
| 1 | 15.0 acres × $1,000 amount of insurance = $15,000 and 50.3 acres × $1,000 amount of insurance = $50,300; |
| 2 | $15,000 × .65 (percent for stage 1) = $9,750 and $50,300 × 1.00 (percent for final stage) = $50,300; |
| 3 | $9,750 + $50,300 = $60,050 amount of insurance for the unit; |
| 4 | $ 60,050 - $19,694.50 value of production to count = $40,355.50 loss; |
| 5 | $40,355.50 × 100 percent share = $40,355.50 indemnity payment. |

(c) The total value of production to count from all insurable acreage on the unit will include:
(1) Not less than the amount of insurance per acre for the stage for any acreage:
(i) That is abandoned;
(ii) Put to another use without our consent;
(iii) That is damaged solely by uninsured causes;
(iv) For which you fail to provide acceptable production records; or
(v) From which insurable production is sold by direct marketing and you fail to meet the

requirements contained in section 13(b) of these Crop Provisions;

(2) The value of the following appraised sweet corn production will not be less than the dollar amount obtained by multiplying the number of containers of appraised sweet corn by the minimum value for the planting period:

(i) Unharvested marketable sweet corn production (unharvested production that is damaged or defective due to insurable causes and is not marketable will not be counted as production to count unless such production is later harvested and sold for any purpose);

(ii) Production lost due to uninsured causes; and

(iii) 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) We may require you to continue to care for the crop so that a subsequent appraisal may be made or the crop harvested to determine actual production (If we require you to continue to care for the crop and you do not do so, the original appraisal will be used); or

(B) You may elect to continue to care for the crop, in which case the amount of production to count for the acreage will be the harvested production, or our reappraisal if the crop is not harvested.

(3) The value of all harvested production of sweet corn from the insurable acreage, except production that is sold by direct marketing as specified in section (c)(4) below:

(i) For sold production, will be the greater of:

(A) The dollar amount obtained by multiplying the total number of containers of sweet corn sold by the minimum value; or

(B) The dollar amount obtained by multiplying the average net value per container from all sweet corn sold by the total number of all containers of sweet corn sold.

(ii) For marketable sweet corn production that is not sold, will be the dollar amount obtained by multiplying the number of containers of such sweet corn by the minimum value for the planting period. Harvested production that is damaged or defective due to insurable causes and is not marketable will not be counted as production to count unless such production is sold.

(4) If all the requirements of insurability are met, the value of insurable production that is sold by direct marketing will be the greater of:

(i) The actual value received by you for direct marketed production; or

(ii) The dollar amount obtained by multiplying the total number of containers of appraised sweet corn sold by direct marketing by the minimum value.

**15. Late and Prevented Planting**

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

**16. Minimum Value Option**

(a) The provisions of this option are continuous and will be attached to and made a part of your insurance policy, if:

(1) You elect the Minimum Value Option on your application, or on a form approved by us, on or before the sales closing date for the initial crop year in which you wish to insure sweet corn under this option, and pay the additional premium indicated in the actuarial documents for this optional coverage; and

(2) You have not elected coverage under the Catastrophic Risk Protection Endorsement.

(b) In lieu of the provisions contained in section 14(c)(3) of these Crop Provisions, the total value of harvested production that is not sold by direct marketing will be determined as follows:

(1) The dollar amount obtained by multiplying the average net value per container from all sweet corn sold (this result may not be less than the minimum value option amount if such amount is provided in the actuarial documents) by the total number of all containers of sweet corn sold;

(2) For marketable sweet corn production that is not sold, the value of such production will be the dollar amount obtained by multiplying the total number of containers of such sweet corn by the minimum value for the planting period. Harvested production that is damaged or defective due to insurable causes and is not marketable will not be included as production to count.

(c) If all the requirements of insurability are met, the value of insurable production that is sold by direct marketing will be the greater of:

(1) The actual value received by you for direct marketed production; or

(2) The dollar amount obtained by multiplying the total number of containers of sweet corn sold by direct marketing by the minimum value.

(d) This option 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 option is to be effective.