

**SUMMARY OF CHANGES FOR THE SUNFLOWER SEED CROP PROVISIONS (22-0078)**  
**(Released November 2021)**

The following is a brief description of the changes to the Sunflower Seed Crop Provisions that will be effective for the 2022 crop year. Please refer to the crop provisions for complete information.

- Section 2 – Add new section 2 to allow enterprise and optional units by type.
- Redesignate sections 2 through 12 as section 3 through 13 and revise references to these sections throughout the policy.
- Redesignated section 12 – Revised the example following paragraph (b)(6) to reflect current market prices.



**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Federal Crop Insurance Corporation**  
**Sunflower Seed Crop Provisions**

**1. Definitions**

**Harvest** - Combining or threshing the sunflowers for seed.

**Local market price** - The cash seed price per pound for oil type sunflower seed grading U.S. No. 2, or non-oil type sunflower seed with a test weight of at least 22 pounds per bushel and less than five percent (5%) kernel damage, offered by buyers in the area in which you normally market the sunflower seed. The local market price for oil type sunflower seed will reflect the maximum limits of quality deficiencies allowable for the U.S. No. 2 grade of sunflower seed. Factors not associated with grading of sunflower seed under the Official United States Standards for Grain including, but not limited to, oil or moisture content will not be considered.

**Planted acreage** - In addition to the definition contained in the Basic Provisions, sunflower seed must initially be planted in rows far enough apart to permit mechanical cultivation, unless otherwise provided by the Special Provisions, actuarial documents, or by written agreement.

**2. Unit Division**

(a) In addition to the requirements of section 34(a) of the Basic Provisions, you may elect separate enterprise units for confectionery or oil types if these types are allowed by the actuarial documents. If you elect enterprise units for these types, you may not elect enterprise or optional units by irrigation practices.

- (1) You may elect one enterprise unit for the confectionery type or one enterprise unit for the oil type, or separate enterprise units for both types, unless otherwise specified in the Special Provisions. For example: you may choose one enterprise unit for the confectionery type acreage and basic or optional units for the oil type acreage.
- (2) You must separately meet the requirements in section 34(a)(4) for each enterprise unit.
- (3) If you elected separate enterprise units for both types and we discover you do not qualify for an enterprise unit for one or the other type and such discovery is made:
  - (i) On or before the acreage reporting date, you may elect to insure:
    - (A) One enterprise unit for the confectionery type or oil type provided you meet the requirements in section 34(a)(4), and basic or optional units for the other type, whichever you report on your acreage report and qualify for;

(B) One enterprise unit for all acreage of the crop in the county provided you meet the requirements in section 34(a)(4); or

(C) Basic or optional units for all acreage of the crop in the county, whichever you report on your acreage report and qualify for; or

(ii) At any time after the acreage reporting date, your unit structure will be one enterprise unit for all acreage of the crop in the county provided you meet the requirements in section 34(a)(4). Otherwise, we will assign the basic unit structure.

(4) If you elected an enterprise unit for one type and a different unit structure on the other type and we discover you do not qualify for an enterprise unit for the type and such discovery is made:

(i) On or before the acreage reporting date, your unit division will be based on basic or optional units, whichever you report on your acreage report and qualify for; or

(ii) At any time after the acreage reporting date, we will assign the basic unit structure.

(b) In addition to, or instead of, establishing optional units as provided in section 34(c) in the Basic Provisions, a separate optional unit may be established for each sunflower type (designated in the actuarial documents and including any type insured by written agreement).

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

In addition to the requirements of section 3 of the Basic Provisions, you must elect to insure your sunflowers with either revenue protection or yield protection by the sales closing date.

**4. Contract Changes**

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date.

**5. Cancellation and Termination Dates**

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

<b>State and county</b>	<b>Cancellation and termination dates</b>
Hidalgo, Jim Wells, Nueces, and Starr Counties, Texas	January 31.
All other Texas counties and all other States	March 15.

**6. Insured Crop**

In accordance with section 8 of the Basic Provisions, the crop insured will be all the oil and non-oil type sunflower seed 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 for harvest as sunflower seed; and
- (c) That is not (unless a written agreement allows otherwise):
  - (1) Interplanted with another crop; or
  - (2) Planted into an established grass or legume.

**7. Insurable Acreage**

In addition to the provisions of section 9 of the Basic Provisions:

- (a) We will not insure any acreage which does not meet the rotation requirements shown in the Special Provisions; and
- (b) Any acreage of the insured crop damaged before the final planting date, to the extent that a majority of producers in the area would not normally further care for the crop, must be replanted unless we agree that it is not practical to replant.

**8. Insurance Period**

In accordance with the provisions of section 11 of the Basic Provisions, the calendar date for the end of the insurance period is November 30, immediately following planting.

**9. Causes of Loss**

In accordance with the provisions of section 12 of the Basic Provisions, insurance is provided only against the following causes of loss which occur within 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;
- (h) Failure of the irrigation water supply due to a cause of loss specified in sections 9(a) through (g) that also occurs during the insurance period; or
- (i) For revenue protection, a change in the harvest price from the projected price, unless FCIC can prove the price change was the direct result of an uninsured cause of loss specified in section 12(a) of the Basic Provisions.

**10. Replanting Payments**

- (a) A replanting payment is allowed as follows:
  - (1) In lieu of provisions in section 13 of the Basic Provisions that limit the amount of a replant payment to the actual cost of replanting, the amount of any replanting payment will be determined in accordance with these Crop Provisions;
  - (2) Except as specified in section 10(a)(1), you must comply with all requirements regarding replanting payments contained in section 13 of the Basic Provisions; and
  - (3) The insured crop must be damaged by an insurable cause of loss to the extent that the remaining stand will not produce at least 90 percent of the production guarantee for the acreage.
- (b) Unless otherwise specified in the Special Provisions, the amount of the replanting payment per acre will be the lesser of 20 percent of the production guarantee or 175 pounds, multiplied by your projected price, multiplied by your share.
- (c) When the crop is replanted using a practice that is uninsurable for an original planting, the liability for the unit will be reduced by the amount of the replanting payment. The premium amount will not be reduced.
- (d) If the acreage is replanted to an insured crop type that is different than the insured crop type originally planted on the acreage:
  - (1) The production guarantee, premium, and projected price and harvest price, as applicable, will be adjusted based on the replanted type;
  - (2) Replanting payments will be calculated using your projected price and production guarantee for the crop type that is replanted and insured; and
  - (3) A revised acreage report will be required to reflect the replanted type, as applicable.

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

Representative samples are required in accordance with section 14 of the Basic Provisions.

**12. 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 acceptable records of production 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 number of insured acres by your respective:
    - (i) Yield protection guarantee (per acre) if you

elected yield protection; or

(ii) Revenue protection guarantee (per acre) if you elected revenue protection;

(2) Totaling the results of section 12(b)(1)(i) or 12(b)(1)(ii), whichever is applicable;

(3) Multiplying the production to count by your:

(i) Projected price if you elected yield protection; or

(ii) Harvest price if you elected revenue protection;

(4) Totaling the results of section 12(b)(3)(i) or 12(b)(3)(ii), whichever is applicable;

(5) Subtracting the result of section 12(b)(4) from the result of section 12(b)(2); and

(6) Multiplying the result of section 12(b)(5) by your share.

For example:

You have 100 percent share in 50 acres of sunflowers in the unit with a production guarantee (per acre) of 1,250 pounds, your projected price is \$.23, your harvest price is \$.24, and your production to count is 54,000 pounds.

If you elected yield protection:

(1) 50 acres x (1,250 pound production guarantee x \$.23 projected price) = \$14,375.00 value of the production guarantee;

(3) 54,000 pound production to count x \$.23 projected price = \$12,420.00 value of production to count;

(5) \$14,375.00 - \$12,420.00 = \$1,955.00;

(6) \$1,955.00 x 1.000 share = \$1,955.00 indemnity; or

If you elected revenue protection:

(1) 50 acres x (1,250 pound production guarantee x \$.24 harvest price) = \$15,000.00 revenue protection guarantee;

(3) 54,000 pound production to count x \$.24 harvest price = \$12,960.00 value of the production to count;

(5) \$15,000.00 - \$12,960.00 = \$2,040.00;

(6) \$2,040.00 x 1.000 share = \$2,040.00 indemnity.

(c) The total production to count (in pounds) from all insurable acreage on the unit will include:

(1) All appraised production as follows:

(i) For yield protection, not less than the production guarantee, and for revenue protection, not less than the amount of production that when multiplied by the harvest price equals the revenue protection 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 records of

production that are acceptable to us;

(ii) Production lost due to uninsured causes;

(iii) Unharvested production (mature unharvested production may be adjusted for quality deficiencies and excess moisture in accordance with section 12(d)); and

(iv) Potential production on insured acreage you want to put to another use or you wish to abandon and no longer care for, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end if 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 you 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 sunflower seed production may be adjusted for excess moisture and quality deficiencies. If moisture adjustment is applicable, it will be made prior to any adjustment for quality.

(1) Production will be reduced by 0.12 percent for each 0.1 percentage point of moisture in excess of ten percent (10%). We may obtain samples of the production to determine the moisture content.

(2) Production will be eligible for quality adjustment if:

(i) Deficiencies in quality result in:

(A) Oil type sunflower seed not meeting the grade requirements for U.S. No. 2

(grades U.S. sample grade) because of test weight, kernel damage (excluding heat damage), or a musty, sour or commercially objectionable foreign odor; or

(B) Non-oil type sunflower seed having a test weight below 22 pounds per bushel or kernel damage (excluding heat damage) in excess of five percent (5%) or a musty, sour or commercially objectionable foreign odor; or

(ii) Substances or conditions are present that are identified by the Food and Drug Administration or other public health organizations of the United States as being injurious to human or animal health.

(3) Quality will be a factor in determining your loss only if:

(i) The deficiencies, substances, or conditions resulted from a cause of loss against which insurance is provided under these crop provisions and within the insurance period;

(ii) All determinations of these deficiencies, substances, or conditions are made using samples of the production obtained by us or by a disinterested third party approved by us;

(iii) With regard to deficiencies in quality (except test weight, which may be determined by our loss adjustor), the samples are analyzed by:

(A) A grain grader licensed under the United States Grain Standards Act or the United States Warehouse Act;

(B) A grain grader licensed under State law and employed by a warehouse operator who has a storage agreement with the Commodity Credit Corporation; or

(C) A grain grader not licensed under State law, but who is employed by a warehouse operator who has a commodity storage agreement with the Commodity Credit Corporation and is in compliance with State law regarding warehouses; and

(iv) With regard to substances or conditions injurious to human or animal health, the samples are analyzed by a laboratory approved by us.

(4) Sunflower seed production that is eligible for quality adjustment, as specified in sections 12(d)(2) and (3), will be reduced in accordance with quality adjustment factor provisions contained in the Special Provisions.

(e) Any production harvested from plants growing in the insured crop may be counted as production of

the insured crop on a weight basis.

### **13. Prevented Planting**

Your prevented planting coverage will be a percentage specified in the actuarial documents of your production guarantee for timely planted acreage. If you have additional coverage and pay an additional premium, you may increase your prevented planting coverage if such additional coverage is specified in the actuarial documents.