

United States Department of Agriculture



Federal Crop Insurance Corporation

FCIC-25300 (08-2020) FCIC-25300-1 (07-2021)

PEA LOSS ADJUSTMENT STANDARDS HANDBOOK

2022 and Succeeding Crop Years

RISK MANAGEMENT AGENCY KANSAS CITY, MO 64133

TITLE: PEA LOSS ADJUSTMENT	NUMBER: 25	300
STANDARDS HANDBOOK	253	300-1
EFFECTIVE DATE: 2022 and Succeeding	ISSUE DATE: Ju	ıly 19, 2021
Crop Years		
SUBJECT:	OPI: Product Adr	ninistration and Standards
	Division	
Provides the procedures and instructions	APPROVED:	
for administering the Pea crop insurance		
program	/S:/ Richard Flour	rnoy
		-
	Deputy Administra	ator for Product Management

REASON FOR ISSUANCE

Major changes: See changes or additions in text which have been highlighted. Three stars (***) identify information that has been removed.

- 1. Throughout the LASH removed the reference to United States Standards for Split Peas. The reference was removed from the Dry Pea Crop provisions. The standards for Split Peas are used by processors, but are not applicable to producers.
- 2. **Subparagraph 11 (2)(f)(iv):** Changed the word "uninsured" to "uninsurable" to match policy provisions.
- Paragraph 13: Added language from the policy that the insured may elect separate enterprise units by type if allowed by the actuarial documents. If the insured elects enterprise units by type, they may not elect enterprise or optional units by irrigation practices.
- 4. **Subparagraph 14 (9):** Clarified for chickpea types, deficiencies in quality will be in accordance with the United States Standards for Beans.
- 5. **Exhibit 4, item 58a:** Clarified dockage as defined in the current United States Standards for Whole Dry Peas, Beans (Chickpeas, Fava/Faba beans) and Lentils, is allowed provided that the dockage is due to insurable cause.

PEA LOSS ADJUSTMENT STANDARDS HANDBOOK

CONTROL CHART

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FILING INSTRUCTIONS

This handbook replaces the 2021 Pea Loss Adjustment Standards Handbook, FCIC-25300 (08-2020). This handbook is effective for the 2022 and succeeding crop years and is not retroactive to any 2021 or prior crop year determinations.

11 Insurability (Continued)

- (i) The fall planted dry pea crop will be insured as a spring-planted type for the purpose of the production guarantee, premium and price election.
- (ii) Insurance will attach to such acreage on the date the AIP determines an adequate stand exists or on the spring final planting date if the AIP does not determine adequacy of the stand prior to the spring final planting date, unless otherwise specified in the SP.
- (iii) Any acreage of such fall-planted dry peas that is damaged after it is accepted for insurance but before the spring final planting date, to the extent that producers in the area would normally not further care for the crop, must be replanted to a spring-planted type of dry pea unless the AIP agrees it is not practical to replant. No replanting payment will be made.
- (iv) If fall-planted acreage is not to be insured it must be recorded on the acreage report as uninsurable fall-planted acreage.

12 Guidelines Relative to "Bypassed" Green Pea Acreage

Refer to the LAM for guidelines relative to "Bypassed Acreage."

13 Unit Division

Refer to the insurance contract for unit provisions. Unless limited by the CP or SP, a basic unit, as defined in the BP, or as defined in the CP for contract seed types, may be divided into optional units if, for each optional unit, all the conditions stated in the applicable provisions are met.

In addition to, or instead of, establishing optional units by section, section equivalent, or FSA farm number and by irrigated and non-irrigated acreage as provided in the unit division provisions contained in the Basic Provisions, separate optional units may be established for each dry pea type. Contract seed types and dry pea types not grown under a processor/seed company contract may qualify for separate optional units if they share a common variety provided each dry pea type is grown on separate acreage and the production is kept separate.

In addition to enterprise units provided in the BP, the insured may elect separate enterprise units by type, as provided in the CP, if allowed by the actuarial documents. If the insured elects enterprise units by type, they may not elect enterprise or optional units by irrigation practices. Refer to the CP for more information.

For information on Enterprise, Multi-County Enterprise, and Whole-Farm units, refer to the LAM.

Mature Dry Pea production that does not qualify as contract seed types under the policy terms (e.g., size, germination, percentage) contained in the processor/seed company contract may be adjusted for excess moisture and quality deficiencies. If moisture adjustment is applicable, it will be made prior to any adjustment for quality. Adjustment for excess moisture and quality deficiencies will not be applicable to contract seed types.

Reminder: When delivering samples to authorized graders, note on the request form, "Samples Submitted for Crop Insurance Purposes." U.S. Grades for Dry Peas are representative of product that has had dockage removed. For other than crop insurance purposes, Grade determinations are not routinely performed on field run dry pea material. For field run samples, the "Remarks" section of the Grade Certificate should state what the field run sample would have graded after the removal of dockage. If it does not, the sample will need to be resubmitted, placing an emphasis on "after the removal of dockage."

- (1) Production will be eligible for QA in accordance with the following, unless otherwise specified in the SP:
 - (a) Deficiencies in quality, in accordance with the United States Standards for Whole Dry Peas, Beans (Chickpeas, Fava/Faba beans), and Lentils, result in production grading U.S. No. 2 or worse because of defects, color, skinned production (lentils only), odor, material weathering, or distinctly low quality; or
 - (b) 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.
 - (i) When the edible portion of the crop has been exposed to flood waters and a Federal or State agency recommends destruction or disposal of production from such acreage, refer to the LAM.
 - (ii) Under section 15(j) of the BP, if due to insured causes, a Federal or State agency has ordered the appraised insured crop or production to be destroyed, refer to the LAM. Enter the factor ".000" on the PW in column 35 for appraised production or column 65 for harvested production, as applicable. Instruct the insured to complete and submit a Certification Form stating the date the crop or production was destroyed and the method of destruction (refer to item 40 and the Narrative in exhibit 4). Also refer to the LAM for additional information.
- (2) Dry Pea production qualifying for QA, will be adjusted by:
 - (a) Dividing the value per pound of such damaged dry pea production by the local market price per pound for the same variety of undamaged dry pea production grading U.S. No. 1; and
 - (b) Multiplying the result by the number of pounds of such dry pea production. The applicable price for U.S. No. 1 dry pea production will be the local market price on the earlier of the day the loss is adjusted or the day the damaged dry pea production was sold.



14 Quality Adjustment (Continued)

- (3) If a local market cannot be found for the dry pea production, refer to the LAM.
- (4) The QAF cannot be greater than 1.000, or less than 0.000 (zero). Refer to the LAM regarding speculative-type contracts in regard to QA.
- (5) Document QA information as described in the instructions for the Narrative section of the PW (exhibit 4), or on a Special Report.
- ***
- (6) For additional QA definitions, instructions, qualifications, and testing requirements; refer to the LAM and the Official United States Standards for Whole Dry Peas and Lentils.
- (7) Refer to the LAM for special instructions regarding mycotoxin infected dry pea production.
- (8) No QA is allowed on any acreage of green peas that consent is given to harvest as dry peas. The harvested or appraised dry pea production will be multiplied by 1.667 for shell types and 3.000 for pod types to determine the green pea production equivalent.
- (9) For chickpea types, deficiencies in quality will be in accordance with the United States Standards for Beans that result in production grading U.S. No. 2 or worse because of defects, color, odor, material weathering, or distinctly low quality. For the Chickpea types, grades of dry beans shall be referenced instead of dry peas.
- (10) For Fava/Faba beans, no quality adjustment is allowed.

15 Dry Pea Winter Coverage Option (WCO)

- (1) The WCO is available only in counties for which the SP designate both fall and spring-planted types.
- (2) Whenever any acreage of dry peas planted in the fall is damaged during the insurance period and at least 20 acres or 20 percent of the insured planted acreage in the unit, whichever is less, does not have an adequate stand to produce at least 90 percent of the production guarantee for the acreage, the insured may, at his/her option, take one of the following actions:
 - (a) Continue to care for the damaged dry peas. By doing so, coverage will continue under the terms of the BP, the CP and the WCO;
 - (b) Replant the acreage to an appropriate type of insured dry peas, if it is practical, and receive a replanting payment. By doing so, coverage will continue under the terms of the BP, the CP, and the WCO, and the production guarantee for the dry pea type planted in the fall will remain in effect; or

- (c) Destroy the remaining dry peas on such acreage:
 - (i) By destroying the remaining dry peas, the insured agrees to accept an appraised amount of production to count against the unit production guarantee. This amount will be considered production to count in determining any final indemnity on the unit and will be used to settle the insured's claim.
 - (ii) The insured may use such acreage for any purpose, including planting and separately insuring any other crop if such insurance is available.
 - (iii) If the insured elects to plant and elects to insure spring-planted dry pea acreage of the same dry pea type (the insured must elect whether or not he/she wants insurance on the spring-planted acreage of the same dry pea type at the time the AIP releases the fall-planted acreage), the insured must pay additional premium for insurance. Such acreage will be insured in accordance with the policy provisions that are applicable to acreage that is initially planted in the spring to the same dry pea type, and the insured must:
 - (A) Plant the spring-planted acreage in a manner which results in a clear and discernable break in the planting pattern at the boundary between it and any remaining acreage of the fall-planted dry pea acreage; and
 - (B) Store or market the production in a manner which permits the AIP to verify the amount of spring-planted production separately from any fall-planted production. In the event the insured is unable to provide records of production that are acceptable to the AIP, the spring-planted acreage will be considered to be a part of the original fall-planted unit.

16-20 (Reserved)

The following table provides the acronyms and abbreviations used in this handbook.

Approved Acronym/Abbreviation	Term
AIP	Approved Insurance Provider
APH	Actual Production History
BP	Basic Provisions
CAT	Catastrophic Risk Protection
CIH	Crop Insurance Handbook
CP	Crop Provisions
DSSH	Document and Supplemental Standards Handbook
FAD	Final Agency Determination
FCIC	Federal Crop Insurance Corporation
FSA	Farm Service Agency
GSH	General Standards Handbook
GPS	Global Positioning System
LAM	Loss Adjustment Manual
PPSH	Prevented Planting Standards Handbook
PW	Production Worksheet
QA	Quality Adjustment
QAF	Quality Adjustment Factor
RMA	Risk Management Agency
SCD	Sales Closing Date
SP	Special Provisions
UUF	Unavoidable Uninsured Fire
WA	Written Agreement
WCO	Winter Coverage Option

Dry Pea Definitions

<u>Base Contract Price</u> means the price per pound stipulated in the processor/seed company contract without regard to discounts or incentives that may apply, and that will be paid to the producer for at least 50 percent of the total production under contract with the processor/seed company.

<u>Harvest</u> means combining of Dry Peas. Dry peas that are swathed prior to combining are not considered harvested.

***Local Market Price means the cash price per pound for the U.S. No. 1 grade of dry peas as determined by us. This price will be considered the prevailing dollar amount buyers are willing to pay for dry peas containing the maximum limits of quality deficiencies allowable for the U.S. No. 1 grade. Moisture content and factors not associated with grading under the United States Standards for Whole Dry Peas, Beans (Chickpeas, Fava/Faba beans), and Lentils will not be considered, unless otherwise specified in the SP.

<u>Practical to Replant</u> means in addition to the definition contained in the BP, it will be considered practical to replant:

- (a) Contract seed types only if the processor/seed company will accept the production under the terms of the processor/seed company contract.
- (b) Fall-planted types 25 days or less after the final planting date for the corresponding spring-planted type of dry peas.

<u>Processor/Seed Company</u> means any business enterprise regularly engaged in the processing of contract seed types, that possesses all licenses and permits for marketing contract seed types required by the state in which it operates, and that owns, or has contracted, sufficient drying, screening, and bagging or packaging equipment to accept and process the contract seed types within a reasonable amount of time after harvest.

<u>Processor/Seed Company Contract</u> means a written agreement between the producer and the processor/seed company, executed by the acreage reporting date, containing at a minimum:

- (a) The producer's promise to plant and grow one or more specific varieties of contract seed types, and deliver the production from those varieties to the processor/seed company;
- (b) The processor/seed company's promise to purchase all the production stated in the contract; and
- (c) A fixed price, or a method to determine such price based on published information compiled by a third party, that will be paid to the producer for at least 50 percent of the production stated in the contract.

<u>Swathed</u> means severance of the stem and pods from the ground without removal of the seeds from the pods and placing them into windrows.

Type means a category of dry peas identified as a type in the SP or insured by WA.

<u>Windrow</u> means dry peas where the plants are cut and placed in a row.

Item Number/Element	Standard
56. Bu., Ton, Lbs., Cwt. (continued)	d. If an insured receives a regular payment for harvested green peas plus a special payment (such as a "bonus" to fulfill a guarantee in the processor contract), use only the regular payment received when dividing by the contract price per pound. Identify separately any "special/bonus" payments in the Narrative. Determine whether the regular payment(s) for harvested production is a reasonable amount.
	Shell Type and Pod Type Green Peas Harvested as Dry Peas (if consent has been given to harvest as dry peas): Enter to the nearest whole pound, the amount of dry pea production after deduction of dockage. No QA is allowed on this production.
	Contract Seed Types: Enter the result of dividing the total dollar amount paid or payable from the seed company, or which should have been paid under the terms of the seed company contract for the quality and quantity of the seed peas delivered, by the base contract price per pound (to five places) rounded to whole pounds. Document the price per pound in the Narrative.
	 a. The base contract price must agree with the acreage report. b. No QA is allowed on this production. c. If contract seed types have no market value (rejected for low germination), enter "0" (zero) pounds and explain in the Narrative.
	Dry Peas: Enter the gross production in whole pounds, before deductions for moisture, dockage, foreign material, and defects (if defects are allowed by the SP) for production that is:
	a. Weighed and stored on the farm.
	b. Sold or Stored in commercial storage: Obtain gross production for the unit from the summary and/or settlement sheets. Individual load slips only will not suffice unless the storage facility or buyer will not provide summary and/or settlement sheets to the insured, and this is documented in the Narrative.
	c. Stored in odd-shaped structures, conical piles, or a cone on the top or bottom of a bin: The adjuster must compute the amount of gross production. Refer to the LAM for cubic footage and production computations. A copy of all production calculations must be left in the file folder.

Item	Number/Element	Standard
56.	Bu., Ton, Lbs., Cwt. (continued)	d. For farm stored production, calculate the pounds of production as follows: Column 55 times column 60a (actual test weight), results in whole pounds.
		e. For mycotoxin-infected peas, enter all production even if it has no market value.
57.	Shell/Sugar Factor	Make no entry.
58a.	FM %	Green Peas: Make no entry.
		Dry Peas (All Types Listed in the County or insured by WA): Enter the dockage/foreign material which the buyer deducted or could deduct from the gross production. If allowed by the SP or WA, use the Computed Total Dockage, Defects and Foreign Material.
		***Dockage as defined in the current United States Standards for Whole Dry Peas, Beans (Chickpeas, Fava/Faba beans) and Lentils, is allowed provided that the dockage is due to insurable cause. In addition, foreign material in dockage-free peas, lentils, chickpeas and
		Refer to current published actuarial documents for additional information. Refer to exhibit 8 for examples.
58b.	Factor	For dockage as defined above, enter the three-place decimal factor determined by subtracting item 58a, the percent of dockage, FM, and defects, if allowed by the SP, from 1.000.
59a.	Moisture %	Green Peas and Contract Seed Types: Make no entry.
		Dry Peas: Enter moisture percent to tenths. Moisture adjustment is applied prior to applying any qualifying adjustment for quality.
59b.	Factor	Green Peas and Contract Seed Types: Make no entry.
		Dry Peas: If moisture is more than the allowable limit, enter the fourplace moisture factor from the applicable table in exhibit 9.
60a.	Test Wt.	Green Peas: Make no entry.
		Dry Peas: Enter test weight in whole pounds (or pounds to tenths if instructed by the AIP) only when structure measurements are entered in columns 49 through 55. Refer to the LAM for instructions on determining test weight.
60b.	Factor	Green Peas: Make no entry.
		Dry Peas: Make no entry. Do not enter a factor when there are bin measurements. The peas have been converted to actual pounds in column 56 above; therefore, no further adjustment is necessary. Column 55 instructions require bushels to tenths.

Determining Dockage/Foreign Material for Dry Peas Including Lentils and Chickpeas

A. Example of Grade Certificate



UNITED STATES DEPARTMENT OF AGRICULTURE FEDERAL GRAIN INSPECTION DERVICE AGRICULTURAL MARKETING ACT OF 1946 Approved OMB No. 0580-0013

COMMODITY SUBMITTED SAMPLE INSPECTION

ORIGINAL

OFFICIAL PINK CERTIFICATE

US-BAR-1-00012 NOT NEGOTIABLE

EXAMPLE ONLY - NOT FOR OFFICIAL USE
LEVEL OF INSPECTION: ISSUED AT: DATE OF

Original

ISSUED AT: KANSAS CITY, MO DATE OF SERVICE: November 28, 2011

IDENTIFICATION: L 1234

NOT OFFICIALLY SAMPLED

RAIN INSPER

COMMODITY:

Lentils Thresher-Run

RESULTS:

Sieve Size 11/64

Splits In Dockage 1.1 %

Total Dockage 4.8 % Heat Damaged Lentils 0.0 %

Split Lentils 0.0 %

Total Defects And Foreign Material 1.0 %

Skinned Lentils 0.0 %

Small Lentils In Dockage 3.5 %

Other Material .2 %

Weevil Damaged Lentils 0.3 %

Damaged Lentils 0.3 % Foreign Material 0.4 %

Total Dockage, Defects & Foreign Material 5.8 %

Inconspicuous Admixture 0.0 %

REMARKS:

Thresher Run

After the removal of dockage, this lot would have graded U.S. No. 2 Lentils under the U.S. Standards for dockagefree lentils

END OF REMARKS

he sample identification and inspection results shown on this certificate are assigned only to the quantity in the sample and not to any identified carrier, container, or lot from which the sample may have been bliss

ICERTFY THAT THE SERVICES SPECIFIED ABOVE WERE PERFORMED WITH THE RESULTS STATED.

NAME OR SIGNATURE:

APPLICANT NAME: ABC PEA COMPANY

ISSUING OFFICE: FGIS - Subjective Analysis and Board

Appeals Group

This certificate in issued under the authority of the Agricultural Merisding Act of 1946, as emerided (7 U.S.C. 1621 of req.), and the regulations thereunder (7 CFR 8661 of req.), and is received in the United States as prime bross existence of the Intitly of the statements therein contained. This certificate does not encure biture to comply with the provisions of the Federal Front. Drug, and Committe Act, or other Federal Lanes.

WARNING: See 2.02(b) of the Agricultural Merisdang Act of 1949 provisions that provisions are the Triple of the Committee of the Federal Front. Drug and Committee Act, or other Federal Lanes.

WARNING: See 2.02(b) of the Agricultural Merisdang Act of 1949 provisions that provisions when the provision should be provided provisions, or add, assaid, or be partly to such actives, for subject to a fine of not more than \$1000 or imprisonment. A see 1940 provision and the provision of the Provision and the Committee of the Agricultural Merisdan See 2.02(b) of the Agricultural Merisdan S

According to the Properties Reduction Act of 1995, no persons are required to respond to a calculation of information under the displays a valid CMS control number. The valid CMS control number for this information is 600-0013. The time explanation of the second second of the control number of the control number of the display and the display and the display and the control number of the display and t

B. Dockage

(1) Dockage must be due to an insurable cause; otherwise, it cannot be deducted.

- (2) Dockage, is defined in the U.S. Standards for Whole Dry Peas and Lentils as follows: Small underdeveloped dry peas, pieces of dry peas, and matter other than dry peas which can be removed readily by the use of an approved device in accordance with Federal Grain Inspection Service procedures.
- (3) Total Dockage, Defects and Foreign Material are applicable to Chickpea and Fava/Faba bean types if allowed by the SP or WA. Refer to subparagraph E below.

C. Foreign Material

Foreign material in dockage-free dry peas as defined in the U.S. Standards: All matter other than dry peas and including detached seedcoats.

D. Defective Dry Pea Production

Defective peas, as defined in the U.S. Standards as follows: The categories of the defective dry peas shall be weevil-damaged peas, heat-damaged peas, damaged peas, other classes, bleached peas, split peas, shriveled peas, and peas with cracked seedcoats.

Note: Bleach is not an allowable defect for the Marrowfat type.

Defective lentils (total), is defined in the U.S. Standards as follows: The categories of the defective lentils shall be weevil-damaged lentils, heat-damaged lentils, damaged lentils, and split lentils.

Chickpea types, deficiencies in quality will be in accordance with the U.S. Standards for Dry Beans that result in production grading U.S. No. 2 or worse because of defects, color, odor, material weathering, or distinctly low quality. For the Chickpea types, grades of dry beans shall be referenced instead of dry peas.

Fava/Faba beans, no quality adjustment is allowed.

E. Dockage Entry

The dockage entry for item 58a on the PW is determined by adding the percentage of foreign material to the total dockage percentage shown on the grade certificate, unless otherwise allowed by the SP. If allowed by the SP, use the Total Dockage, Defects and Foreign Material.

The sample grade certificate on the previous page shows two blocks of information in the body of the certificate: