



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

If a conflict exists among the Basic Provisions, these Crop Provisions, and the Special Provisions; the Special Provisions will control these Crop Provisions and the Basic Provisions; and these Crop Provisions will control the Basic Provisions.

1. Definitions

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.

Days - Calendar days.

FSA - The Farm Service Agency, an agency of the United States Department of Agriculture, or a successor agency.

Fall planted - A forage crop seeded after June 30.

Final planting date - The date contained in the Special Provisions for the insured crop by which the crop must initially be planted in order to be insured for the full amount of insurance.

Forage - Planted perennial alfalfa, perennial red clover, perennial grasses, or a mixture thereof, or other species, as shown in the actuarial table.

Good farming practices - The cultural practices generally in use in the county for the crop to make normal progress toward maturity and produce a normal stand, and are those recognized by the Cooperative State Research, Education, and Extension Service as compatible with agronomic and weather conditions in the county.

Harvest - Severance of the forage plant from the land with the intention of using it as livestock feed. Grazing will not be considered harvested.

Interplanted - Acreage on which two or more crops are planted in a manner that does not permit separate agronomic maintenance or harvest of the insured crop.

Irrigated practice - A method of producing a crop by which water is artificially applied during the growing season by appropriate systems and at the proper times, with the intention of providing the quantity of water needed to produce at least the yield used to establish the irrigated amount of insurance on the irrigated acreage planted to the insured crop.

Normal stand - A population of live plants per square foot that meets the minimum required number of plants as shown in the Special Provisions.

Nurse Crop (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.

Planted acreage - Land in which seed has been placed by a machine appropriate for the insured crop and planting method, at the correct depth, into a seedbed that has been properly prepared for the planting method and production practice. 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. Acreage seeded in any other manner will not be insurable unless otherwise provided by the Special Provisions or by written agreement.

Practical to replant - In lieu of the definition of "Practical to replant" contained in section 1 of the Basic Provisions, practical to replant is defined as our determination, after loss or damage to the insured crop, based on factors, including but not limited to moisture availability, marketing window, condition of the field, and time to crop maturity, that replanting the insured crop will allow the crop to attain maturity prior to the calendar date for the end of the insurance period. It will not be considered practical to replant after the final planting date, unless replanting is generally occurring in the area.

Replanting - Performing the cultural practices necessary to prepare the land for replacing of the forage seed and then replacing the forage seed in the insured acreage with the expectation of producing a normal stand. Replacing new seed into an existing damaged stand, which results in a reduced seeding rate from the original seeding rate, will not be considered replanting.

Spring planted - A forage crop seeded before July 1.

Written agreement - A written document that alters designated terms of this policy in accordance with section 13.

2. Unit Division

- (a) In addition to the provisions of section 1 (Definitions) of the Basic Provisions (basic unit), a separate basic unit will be established for spring and fall planted acreage.
- (b) Unless limited by the Special Provisions, these basic units may be further divided into optional units if, for each optional unit you meet all the conditions of this section or a written agreement to such division exists.
- (c) Basic units may not be divided into optional units on any basis including, but not limited to, production practice, type, variety, and planting period, other than as described in this section.
- (d) If you do not comply fully with these provisions, we will combine all optional units that are not in compliance with these provisions into the basic unit from which they were formed. We will combine the optional units at any time we discover that you have failed to comply with these provisions. If failure to comply with these provisions is determined to be inadvertent, and the optional units are combined into a basic unit, that portion of the additional premium paid for the optional units will that have been combined be refunded to you.
- (e) All optional units you selected for the crop year must be identified on the acreage report for that crop year.
- (f) The following requirements must be met for each optional unit:
 - (1) You must have plant the crop in a manner that results in a clear and discernable break in the planting pattern at the boundaries of each optional unit; and
 - (2) Each optional unit must meet one or more of the

following criteria as applicable:

(i) **Optional Units by Section, Section Equivalent, or FSA Farm Serial Number:**

Optional units may be established if each optional unit is located in a separate legally identified section. In the absence of sections, we may consider parcels of land legally identified by other methods of measure including, but not limited to Spanish grants, railroad surveys, leagues, labors, or Virginia Military Lands, as the equivalent of sections for unit purposes. In areas that have not been surveyed using the systems identified above, or another system approved by us, or in areas where such systems exist but boundaries are not readily discernable, each optional unit must be located in a separate farm identified by a single FSA Farm Serial Number.

(ii) **Optional Units on Acreage Including Both Irrigated and Non-irrigated Practices:** In addition to, or instead of, establishing optional units by section, section equivalent, or FSA Farm Serial Number, optional units may be based on irrigated acreage or non-irrigated acreage if both are located in the same section, section equivalent, or FSA Farm Serial Number. To qualify as separate irrigated and non-irrigated optional units, the non-irrigated acreage may not continue into the irrigated acreage in the same rows or planting pattern. The irrigated acreage may not extend beyond the point at which the irrigated system can deliver the quantity of water needed to produce a normal stand.

3. Amounts of Insurance

- (a) In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions, you may only select one coverage level and the corresponding amount of insurance designated in the Actuarial Table 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) The production reporting requirements contained in section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions, do not apply to forage seeding.

4. Contract Changes

In accordance with section 4 (Contract Changes) 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 (Life of Policy, Cancellation,

and Termination) of the Basic Provisions, the cancellation and termination dates are:

<u>State and County</u>	<u>Cancellation and Termination Dates</u>
Nevada, New Hampshire, New York, Pennsylvania, Vermont.	July 31
All other states	March 15.

6. Insured Crop

In accordance with section 8 (Insured Crop) 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 table:

- (a) In which you have a share;
- (b) That is planted during the current crop year, or replanted the calendar year following planting, to establish a normal stand of forage intended for harvest as livestock feed;
- (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 nurse crops, unless allowed by the Special Provisions or by written agreement.

7. Insurable Acreage

In addition to the provisions of section 9 (Insurable Acreage) of the Basic Provisions, any acreage of the insured crop damaged before the final planting date, to the extent that such acreage has less than a normal stand, must be replanted unless we agree that it is not practical to replant.

8. Insurance Period

In lieu of the provisions of section 11 (Insurance Period) 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) May 21 of the calendar year following seeding for spring-planted forage; or October 15 of the calendar year following seeding for fall-planted forage.

9. Causes of Loss

In accordance with the provisions of section 12 (Causes of Loss) of the Basic Provisions, insurance is provided only against the following causes that result in loss of, or failure to establish, a stand of forage that occur 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.

10. Replanting Payment

In lieu of the provisions contained in section 13 (Replanting Payment) of the Basic Provisions:

- (a) A replanting payment is allowed only in counties for which the Special Provisions designate both fall and spring final planting dates if:
 - (1) The insured fall planted acreage is damaged by an insurable cause of loss to the extent that less than 75 percent of a normal stand remains;
 - (2) It is practical to replant;
 - (3) We give written consent to replant; and
 - (4) Such acreage is replanted the following spring by the spring final planting date.
- (b) The amount of the replanting payment will be equal to 50 percent of the amount of the liability determined in accordance with section 12(a).
- (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.

11. Duties In The Event of Damage or Loss

- (a) In accordance with the requirements of section 14 (Duties in the Event of Damage or Loss) 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 (Duties in the Event of Damage or Loss) of the Basic Provisions, you must give us written notice if, during the period before destroying the crop on any fall planted acreage that is damaged, you decide to replant the acreage by the spring final planting date.

12. Settlement of Claim

- (a) In the event of loss or damage covered by this policy, we will settle your claim on any unit by:
 - (1) Multiplying the insured acreage of each type and practice by the amount of insurance for the applicable type and practice;
 - (2) Totaling the results in section 12(a)(1);
 - (3) Multiplying the total of the acres with an established stand plus 10 percent of the planted acres for the insured acreage of each type and practice in the unit by the amount of insurance for the applicable type and practice;
 - (4) Totaling the results in section 12(a)(3);
 - (5) Subtracting the result in section 12(a)(4) from the result in section 12(a)(2); and
 - (6) Multiplying the result in section 12(a)(5) by your share.
- (b) The acres with an established stand will include:
 - (1) Acreage that has at least 75 percent of a normal stand;
 - (2) Acreage abandoned or put to another use without

our prior written consent;

- (3) Acreage damaged solely by an uninsured cause; or
 - (4) Acreage that is harvested and not reseeded.
- (c) The amount of indemnity on any spring planted acreage determined in accordance with section 12(a) will be reduced 50 percent if the stand is less than 75 percent but more than 55 percent of a normal stand.

13. Written Agreements

Designated terms of this policy may be altered by written agreement in accordance with the following:

- (a) You must apply in writing for each written agreement no later than the sales closing date, except as provided in section 13(e);
- (b) The application for a written agreement must contain all variable terms of the contract between you and us that will be in effect if the written agreement is not approved;
- (c) If approved, the written agreement will include all variable terms of the contract, including, but not limited to, crop type or variety, practice, premium rate, and amount of insurance;
- (d) Each written agreement will only be valid for one year (If the written agreement is not specifically renewed the following year, insurance coverage for subsequent crop years will be in accordance with the printed policy); and
- (e) An application for a written agreement submitted after the sales closing date may be approved if, after a physical inspection of the acreage, it is determined that no loss has occurred and the crop is insurable in accordance with the policy and written agreement provisions.