

## **SUMMARY OF CHANGES FOR THE FORAGE SEEDING CROP PROVISIONS (04-032)**

The following is a brief description of changes to the crop provisions that will be effective for the 2004 and succeeding crop years. Please refer to the crop provisions for more complete information.

- Section 4 – Removed the contract change date of “June 30” for counties with a September 30 cancellation date.
- Section 5 – Removed the cancellation/termination date of “September 30” for South Dakota counties for which the Special Provisions designated both fall and spring final planting dates. The cancellation/termination date is now “July 31” for those counties.



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

If a conflict exists among the policy provisions, the order of priority is as follows: (1) the Catastrophic Risk Protection Endorsement, if applicable; (2) the Special Provisions; (3) these Crop Provisions; and (4) the Basic Provisions with (1) controlling (2), etc.

**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.

**Fall planted** - A forage crop seeded after June 30.

**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** - 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 its roots. Acreage that is only grazed will not be considered harvested.

**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** - In addition to the provisions in section 1 of 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** - 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.

**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 seeded and spring seeded

practices for the insured crop and you plant any insurable fall seeded acreage, you may not change your crop insurance coverage after the fall sales closing date for the fall seeded practice.

**Spring planted** - A forage crop seeded before July 1.

**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.**

(a) In addition to the requirements of section 3 of the Basic Provisions, 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) 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:

<u>State and County</u>	<u>Cancellation and Termination Dates</u>
California, Nevada, New Hampshire, New York, Pennsylvania, South Dakota counties for which the Special Provisions designate both fall and spring final planting dates, and Vermont.	July 31

South Dakota counties for which the Special Provisions designate only a spring final planting date, and all other states.	March 15
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**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 report 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 a normal 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 nurse 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:

- (a) In California counties Lassen, Modoc, Mono, Shasta, Siskiyou and all other states, any acreage of the insured crop damaged before the final planting date, to the extent that such acreage has less than 75 percent of a normal stand, must be replanted unless we agree that it is not practical to replant; and
- (b) In California, unless otherwise specified in the Special Provisions, any acreage of the insured crop damaged anytime during the crop year to the extent that such acreage has less than 75 percent of a normal stand must be replanted unless it cannot be replanted and reach a normal stand within the insurance period.

**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 following calendar dates:
  - (1) During the calendar year following the year of seeding for:
    - (i) Fall planted acreage in all California counties except Lassen, Modoc, Mono, Shasta and Siskiyou.....November 30;
    - (ii) Spring planted acreage in Lassen, Modoc, Mono, Shasta and Siskiyou Counties

California, Colorado, Idaho, Nebraska, Nevada, Oregon, Utah and Washington.....April 14

- (iii) Spring planted acreage in all other states.....May 21;
  - (iv) Fall planted acreage in Lassen, Modoc, Mono, Shasta and Siskiyou Counties California and all other states...October 15;
- (2) During the calendar year of seeding for spring planted acreage in all California counties except Lassen, Modoc, Mono, Shasta and Siskiyou.....November 30.

**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, 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.

**11. Replanting Payment.**

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

- (a) A replanting payment is allowed if:
  - (1) In California, unless specified otherwise in the Special Provisions, acreage planted to the insured crop is damaged by an insurable cause of loss occurring within the insurance period to the extent that less than 75 percent of a normal stand remains and the crop can reach maturity before the end of the insurance period;
  - (2) In Lassen, Modoc, Mono, Shasta, Siskiyou Counties, California, and all other states:
    - (i) A replanting payment is allowed only whenever the Special Provisions designate both fall and spring final planting dates;
    - (ii) 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;
    - (iii) It is practical to replant;
    - (iv) We give written consent to replant; and
    - (v) Such acreage is replanted the following spring by the spring planting date.
- (b) The amount of the replanting payment will be equal to

50 percent of the amount of indemnity determined in accordance with section 13 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 (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.

## 13. 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 13(a)(1);
  - (3) Multiplying the total acres with an established stand 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 13(a)(3);
  - (5) Subtracting the result in section 13(a)(4) from the result in section 13(a)(2); and
  - (6) Multiplying the result in section 13(a)(5) by your share.

Example:

Assume you have a 100 percent share in 30 acres of type A forage in the unit, with an amount of insurance of \$100.00 per acre. At the time of loss, the following findings are established: 10 acres had a remaining stand of 75 percent or greater. You also have 20 acres of type B forage in the unit, with an amount of insurance of \$90.00 per acre. 10 acres had a remaining stand of 75 percent or greater. Your indemnity would be calculated as follows:

- 1. 30 acres X \$100.00 = \$3,000 amount of insurance for type A;  
20 acres X \$90.00 = \$1,800 amount of insurance for type B;
- 2. \$3,000 + \$1,800 = \$4,800 total amount of insurance;

- 3. 10 acres with 75% stand or greater X \$100 = \$1,000 production to count for type A;  
10 acres with 75% stand or greater X \$90 = \$900 production to count for type B;
- 4. \$1,000 + \$900 = \$1,900 total production to count;
- 5. \$4,800 - \$1,900 = \$2,900 loss;
- 6. \$2,900 X 100 percent share = \$2,900 indemnity payment.

- (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 13(a) will be reduced 50 percent if the stand is less than 75 percent but more than 55 percent of a normal stand.

## 14. Late and Prevented Planting.

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