



**UNITED STATES DEPARTMENT OF AGRICULTURE
FEDERAL CROP INSURANCE CORPORATION
FARM BILL AMENDMENT**

(This is a Continuous Amendment)

This amendment modifies the provisions of the Common Crop Insurance Policy Basic Provisions (CCIP), Crop Revenue Coverage Insurance Policy Basic Provisions (CRC), Revenue Assurance Insurance Policy Basic Provisions (RA), Group Risk Plan of Insurance Basic Provisions (GRP), Group Risk Income Protection Plan of Insurance Basic Provisions (GRIP), and the Income Protection Plans of Insurance (IP) for the 2010 and succeeding crop years for all crops with a 2010 contract change date on or after October 31, 2009, and for the 2011 and succeeding crop years for all crops with a 2010 contract change date prior to October 31, 2009, as follows:

In addition to section:	The following provisions have been added:
<p>1 - CCIP CRC RA GRP GRIP</p>	<p><u>Native sod.</u> Acreage that has no record of being tilled (determined in accordance with FSA or other verifiable records acceptable to us) for the production of an annual crop on or before May 22, 2008, and on which the plant cover is composed principally of native grasses, grass-like plants, forbs, or shrubs suitable for grazing and browsing.</p> <p><u>Organic crop.</u> An agricultural commodity that is organically produced consistent with section 2103 of the Organic Foods Production Act of 1990 (7 U.S.C. 6502).</p> <p><u>Prairie Pothole National Priority Area.</u> Consists of specific counties within the States of Iowa, Minnesota, Montana, North Dakota or South Dakota as specified on the RMA Web site at http://www.rma.usda.gov/, or a successor Web site, or the Farm Service Agency, Agricultural Resource Conservation Program 2-CRP (Revision 4), dated April 28, 2008, or a subsequent publication.</p> <p><u>Tilled.</u> The termination of existing plants by plowing, disking, burning, application of chemicals, or by other means to prepare acreage for the production of an annual crop.</p>
<p>9 - CCIP *</p>	<p>(e) Notwithstanding the provisions in section 9(a)(1), if the Governor of a State designated within the Prairie Pothole National Priority Area elects to make section 508(o) of the Act effective for the State, any native sod acreage greater than five acres located in a county contained within the Prairie Pothole National Priority Area that has been tilled after May 22, 2008, is not insurable for the first five crop years of planting following the date the native sod acreage is tilled.</p> <p>(1) If the Governor makes this election after you have received an indemnity or other payment for native sod acreage, you will be required to repay the amount received and any premium for such acreage will be refunded to you.</p> <p>(2) If we determine you have tilled less than five acres of native sod a year for more than one crop year, we will add all the native sod acreage tilled after May 22, 2008, and all such acreage will be ineligible for insurance for the first five crop years of planting following the date the cumulative native sod acreage tilled exceeds five acres.</p>
<p>3 - GRP * GRIP *</p>	<p>(d) If the Governor of a State designated within the Prairie Pothole National Priority Area elects to make section 508(o) of the Act effective for the State, any native sod acreage greater than five acres located in a county contained within the Prairie Pothole National Priority Area that has been tilled after May 22, 2008, is not insurable for the first five crop years of planting following the date the native sod acreage is tilled.</p> <p>(1) If the Governor makes this election after you have received an indemnity or other payment for native sod acreage, you will be required to repay the amount received and any premium for such acreage will be refunded to you.</p> <p>(2) If we determine you have tilled less than five acres of native sod a year for more than one crop year, we will add all the native sod acreage tilled after May 22, 2008, and all such acreage will be ineligible for insurance for the first five crop years of planting following the date the cumulative native sod acreage tilled exceeds five acres.</p>

* If a Governor makes an election under section 508(o) of the Act to make acreage of native sod planted to an annual crop ineligible for crop insurance for the specified period, such election will be announced by FCIC via a Manager's Bulletin and posted on the RMA Web site at <http://www.rma.usda.gov/>.

In addition to section:	The following provisions have been added:
10 -CRC * RA *	<p>(e) Notwithstanding the provisions in section 10(a)(1), if the Governor of a State designated within the Prairie Pothole National Priority Area elects to make section 508(o) of the Act effective for the State, any native sod acreage greater than five acres located in a county contained within the Prairie Pothole National Priority Area that has been tilled after May 22, 2008, is not insurable for the first five crop years of planting following the date the native sod acreage is tilled.</p> <p>(1) If the Governor makes this election after you have received an indemnity or other payment for native sod acreage, you will be required to repay the amount received and any premium for such acreage will be refunded to you.</p> <p>(2) If we determine you have tilled less than five acres of native sod a year for more than one crop year, we will add all the native sod acreage tilled after May 22, 2008, and all such acreage will be ineligible for insurance for the first five crop years of planting following the date the cumulative native sod acreage tilled exceeds five acres.</p>

* If a Governor makes an election under section 508(o) of the Act to make acreage of native sod planted to an annual crop ineligible for crop insurance for the specified period, such election will be announced by FCIC via a Manager's Bulletin and posted on the RMA Web site at <http://www.rma.usda.gov/>.

In lieu of section:	The following provisions will apply:
1 – CCIP definitions of “Catastrophic risk protection” and “Economic significance”	<p><u>Catastrophic risk protection.</u> The minimum level of coverage offered by FCIC.</p> <p>The term “Economic significance” and its definition are removed.</p>
1 - CCIP, CRC, RA, GRP, and GRIP definition of “organic farming practice”	<p><u>Organic farming practice.</u> A system of plant production practices used to produce an organic crop that is approved by a certifying agent in accordance with 7 CFR part 205.</p>
3(b)(1) - CCIP	<p>The applicable Crop Provisions allow you the option to separately insure individual crop types or varieties. In this case, each individual type or variety insured by you will be subject to separate administrative fees. For example, if two grape varieties in California are insured under the Catastrophic Risk Protection Endorsement and two varieties are insured under an additional coverage policy, a separate administrative fee will be charged for each of the four varieties.</p>
14(c)(Your Duties) – CCIP	<p>In addition to complying with the notice requirements, you must submit a claim for indemnity declaring the amount of your loss:</p> <p>(1) Not later than 60 days after the end of the insurance period unless, prior to the end of the 60 day period, you:</p> <ul style="list-style-type: none"> (i) Request an extension in writing and we agree to such request (Extensions will only be granted if the amount of loss cannot be determined within such time period because the information needed to determine the amount of the loss is not available); or (ii) Have harvested farm-stored grain production and elect, in writing, to delay measurement of your farm-stored production and settlement of any potential associated claim for indemnity (Extensions will be granted for this purpose up to 180 days after the end of the insurance period). <ul style="list-style-type: none"> (A) For policies that require APH, if such extension continues beyond the date you are required to submit your production report, you will be assigned the previous year's approved yield as a temporary yield in accordance with applicable procedures. (B) Any extension does not extend any date specified in the policy by which premiums, administrative fees, or other debts owed must be paid. (C) Damage that occurs after the end of the insurance period (for example, while the harvested crop production is in storage) is not covered; and <p>(2) That includes all information we require to settle the claim. Failure to submit a claim or provide the required information will result in no indemnity, prevented planting payment or replant payment (even though no indemnity or other payment is due, you will still be required to pay the premium due under the policy for the unit).</p>

In lieu of section:	The following provisions will apply:
15(c)(Your Duties) - CRC	<p>In addition to complying with the notice requirements, you must submit a claim for indemnity declaring the amount of your loss:</p> <p>(1) Not later than 60 days after the Harvest Price is released unless, prior to the end of the 60 day period, you:</p> <ul style="list-style-type: none"> (i) Request an extension in writing and we agree to such request (Extensions will only be granted if the amount of loss cannot be determined within such time period because the information needed to determine the amount of the loss is not available); or (ii) Have harvested farm-stored grain production and elect, in writing, to delay measurement of your farm-stored production and settlement of any potential associated claim for indemnity (Extensions will be granted for this purpose up to 180 days after the end of the insurance period). <ul style="list-style-type: none"> (A) If such extension continues beyond the date you are required to submit your Actual Production History (APH) production report, you will be assigned the previous year's approved yield as a temporary yield in accordance with applicable procedures. (B) Any extension does not extend any date specified in the policy by which premiums, administrative fees, or other debts owed must be paid. (C) Damage that occurs after the end of the insurance period (for example, while the harvested crop production is in storage) is not covered; and <p>(2) That includes all information we require to settle the claim. Failure to submit a claim or provide the required information will result in no indemnity, prevented planting payment or replant payment (even though no indemnity or other payment is due, you will still be required to pay the premium due under the policy for the unit).</p>
15(a)(3) - RA	<p>In addition to complying with the notice requirements, you must submit a claim for indemnity declaring the amount of your loss:</p> <p>(i) Not later than 60 days after the fall harvest price is released unless, prior to the end of the 60 day period, you:</p> <ul style="list-style-type: none"> (A) Request an extension in writing and we agree to such request (Extensions will only be granted if the amount of loss cannot be determined within such time period because the information needed to determine the amount of the loss is not available); or (B) Have harvested farm-stored grain production and elect, in writing, to delay measurement of your farm-stored production and settlement of any potential associated claim for indemnity (Extensions will be granted for this purpose up to 180 days after the end of the insurance period). <ul style="list-style-type: none"> (1) If such extension continues beyond the date you are required to submit your Actual Production History (APH) production report, you will be assigned the previous year's approved yield as a temporary yield in accordance with applicable procedures. (2) Any extension does not extend any date specified in the policy by which premiums, administrative fees, or other debts owed must be paid. (3) Damage that occurs after the end of the insurance period (for example, while the harvested crop production is in storage) is not covered; and <p>(ii) That includes all information we require to settle the claim. Failure to submit a claim or provide the required information will result in no indemnity, prevented planting payment or replant payment (even though no indemnity or other payment is due, you will still be required to pay the premium due under the policy for the unit).</p>
20(a) - CCIP CRC RA	<p>If you and we fail to agree on any determination made by us except those specified in section 20(d) or (e), the disagreement may be resolved through mediation in accordance with section 20(g). If resolution cannot be reached through mediation, or you and we do not agree to mediation, the disagreement must be resolved through arbitration in accordance with the rules of the American Arbitration Association (AAA), except as provided in sections 20(c) and (f), and unless rules are established by FCIC for this purpose. Any mediator or arbitrator with a familial, financial or other business relationship to you or us, or our agent or loss adjuster, is disqualified from hearing the dispute.</p>

In lieu of section:	The following provisions will apply:
16(a) - GRP GRIP	If you and we fail to agree on any determination made by us except those specified in section 16(d) or (e), the disagreement may be resolved through mediation in accordance with section 16(g). If resolution cannot be reached through mediation, or you and we do not agree to mediation, the disagreement must be resolved through arbitration in accordance with the rules of the American Arbitration Association (AAA), except as provided in sections 16(c) and (f), and unless rules are established by FCIC for this purpose. Any mediator or arbitrator with a familial, financial or other business relationship to you or us, or our agent or loss adjuster, is disqualified from hearing the dispute.
20(a)(1) - CCIP CRC RA	All disputes involving determinations made by us, except those specified in section 20(d) or (e), are subject to mediation or arbitration. However, if the dispute in any way involves a policy or procedure interpretation, regarding whether a specific policy provision or procedure is applicable to the situation, how it is applicable, or the meaning of any policy provision or procedure, either you or we must obtain an interpretation from FCIC in accordance with 7 CFR part 400, subpart X or such other procedures as established by FCIC.
16(a)(1) - GRP GRIP	All disputes involving determinations made by us, except those specified in section 16(d) or (e), are subject to mediation or arbitration. However, if the dispute in any way involves a policy or procedure interpretation, regarding whether a specific policy provision or procedure is applicable to the situation, how it is applicable, or the meaning of any policy provision or procedure, either you or we must obtain an interpretation from FCIC in accordance with 7 CFR part 400, subpart X or such other procedures as established by FCIC.
20(e) - CCIP CRC RA	<p>Except as provided in section 20(d), if you disagree with any other determination made by FCIC or any claim where FCIC is directly involved in the claims process or directs us in the resolution of the claim, you may obtain an administrative review in accordance with 7 CFR part 400, subpart J (administrative review) or appeal in accordance with 7 CFR part 11 (appeal).</p> <ol style="list-style-type: none"> (1) If you elect to bring suit after completion of any appeal, such suit must be filed against FCIC not later than one year after the date of the decision rendered in such appeal. (2) Such suit must be brought in the United States district court for the district in which the insured acreage is located. (3) Under no circumstances can you recover any attorney fees or other expenses, or any punitive, compensatory or any other damages from FCIC.
16(e) - GRP GRIP	<p>Except as provided in section 16(d), if you disagree with any other determination made by FCIC or any claim where FCIC is directly involved in the claims process or directs us in the resolution of the claim, you may obtain an administrative review in accordance with 7 CFR part 400, subpart J (administrative review) or appeal in accordance with 7 CFR part 11 (appeal).</p> <ol style="list-style-type: none"> (1) If you elect to bring suit after completion of any appeal, such suit must be filed against FCIC not later than one year after the date of the decision rendered in such appeal. (2) Such suit must be brought in the United States district court for the district in which the insured acreage is located. (3) Under no circumstances can you recover any attorney fees or other expenses, or any punitive, compensatory or any other damages from FCIC.
20 - GRP GRIP	Section 20 is removed and reserved
35(a) - CCIP 33(a) - CRC 34(a) - RA	If you are eligible to receive an indemnity and are also eligible to receive benefits for the same loss under any other USDA program, you may receive benefits under both programs, unless specifically limited by the crop insurance contract or by law.

In lieu of section:	The following provisions will apply:
15(c)(2) <ul style="list-style-type: none"> - IP Barley Crop Provisions - IP Cotton Crop Provisions - IP Wheat Crop Provisions 16(c)(2) <ul style="list-style-type: none"> - IP Corn Crop Provisions - IP Grain Sorghum Crop Provisions; - IP Soybean Crop Provisions 	In return for catastrophic risk protection coverage, you must pay an administrative fee to us within 30 days after you have been billed, unless otherwise authorized in the Federal Crop Insurance Act (You will be billed by the billing date stated in the Special Provisions);
15(c)(2)(i) <ul style="list-style-type: none"> - IP Barley Crop Provisions - IP Cotton Crop Provisions - IP Wheat Crop Provisions 16(c)(2)(i) <ul style="list-style-type: none"> - IP Corn Crop Provisions - IP Grain Sorghum Crop Provisions; - IP Soybean Crop Provisions 	The administrative fee owed is \$300 for each crop in the county unless otherwise specified in the Special Provisions.
15(c)(4), (d), (e), and (f) <ul style="list-style-type: none"> - IP Barley Crop Provisions - IP Cotton Crop Provisions - IP Wheat Crop Provisions 	Sections 15(c)(4), (d), (e), (f) are removed
16(c)(4), (d), (e), and (f) <ul style="list-style-type: none"> - IP Corn Crop Provisions - IP Grain Sorghum Crop Provisions; - IP Soybean Crop Provisions 	Section 16(c)(4) is removed Sections 16(d), (e), and (f) are removed and reserved