



**DEPARTMENT OF AGRICULTURE  
FEDERAL CROP INSURANCE CORPORATION**

**WHOLE-FARM REVENUE PROTECTION PILOT POLICY**

Whole-Farm Revenue Protection (WFRP) pilot provides protection against loss of revenue that you expect to earn or will obtain from commodities you produce or purchase for resale during the insurance period. Whole-farm revenue consists of revenue from all insured commodities on the farm operation, including revenue from animals and animal products.

This insurance policy is reinsured by the Federal Crop Insurance Corporation (FCIC) under the provisions of the Federal Crop Insurance Act (7 U.S.C. 1501-1524) (Act). All provisions of the policy and rights and responsibilities of the parties are specifically subject to the Act. The provisions of the policy may not be waived or varied in any way by us, our insurance agent or any other contractor or employee of ours, or any employee of the United States Department of Agriculture (USDA). We will use the procedures, including but not limited to handbooks, manuals, memoranda, and bulletins, as issued by FCIC and published on the Risk Management Agency (RMA) website at [www.rma.usda.gov](http://www.rma.usda.gov) or a successor website, in the administration of this policy, including the adjustment of any loss or claim submitted under this policy.

If we cannot pay your indemnity because we are insolvent or are otherwise unable to perform our duties under our reinsurance agreement with FCIC, your claim will be settled in accordance with the provisions of this policy, and FCIC will be responsible for any amounts owed. No state guarantee fund will be liable for your loss.

Throughout this policy, “you” and “your” refer to the insured shown on the application accepted by us, and “we,” “us,” and “our” refer to the insurance provider providing insurance. Unless the context indicates otherwise, use of the plural form of a word includes the singular and the singular form of the word includes the plural. Some of the provisions contained in this policy require information contained on farm tax form Schedule F for the Federal tax return (Form 1040) or other alternative farm tax forms. Specific line numbers from the Schedule F for the cash accounting method (2013 tax year version) are referenced in the policy. To the extent that the line numbers may change, the corresponding line number for the Schedule F for the policy year the policy is in effect will apply.

**AGREEMENT TO INSURE:** We agree that in return for the payment of the premium, and subject to all of the provisions of this policy, we will provide the insurance as stated in this policy. If there is a conflict between the (1) Act; (2) regulations published at 7 CFR, Chapter IV; (3) policy provisions; and (4) procedures issued by FCIC, the order of priority is (1) controlling (2), etc. If there is a conflict between the policy provisions, the order of priority is the (1) Special Provisions, (2) actuarial documents; and (3) these Basic Provisions, with (1) controlling (2), etc.

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## Terms and Conditions

### Your Insurance Contract

#### 1. Definitions

**Abandon** - Failure to continue activities necessary to produce an amount of allowable revenue equal to or greater than the expected revenue of a commodity, performing activities so insignificant as to provide no benefit to a commodity, or failure to harvest or market a commodity in a timely manner.

**Accrual accounting method** - A system of record keeping in which revenue earned and expenses incurred for a specified time period are recorded regardless of whether the revenue was received or the expenses were paid during the specified time period.

**Act** - The Federal Crop Insurance Act (7 U.S.C. 1501 et seq.).

**Actuarial documents** - The information for the policy year that is available for public inspection in your agent's office and published on RMA's website that includes available crop insurance policies, coverage levels, and information needed to determine amounts of insurance, premium rates, premium adjustment percentages, program dates, and other related information regarding the insurance coverage.

**Additional coverage** - A level of coverage greater than catastrophic risk protection.

**Administrative fee** - A fee in addition to your premium that you must pay for insurance for each policy year.

**Agricultural experts** - Persons who are employed by the Cooperative Extension System, the agricultural departments of universities, or other persons approved by FCIC, whose research or occupation is related to the specific commodity or practice for which such expertise is sought.

**Allowable revenue** - Farm revenue, specified by this policy and including applicable adjustments, from the production of commodities produced by your farm operation, purchased for resale, or purchased for further growth and development by your farm operation, that the IRS requires you to report on farm tax records.

**Allowable Revenue Worksheet** - A worksheet to be completed by you and accepted by us that adjusts your revenue by

removing revenue that is not allowable under this policy.

**Animals** - Living organisms other than plants or fungi that are produced or raised in farm operations, including, but not limited to, cattle, horses, swine, sheep, goats, poultry, fish, bees, and fur bearing animals. For the purposes of this policy, animals must be propagated or reared in a controlled environment.

**Animal products** - Any commodity derived from a live animal, excluding commodities that are also animals or parts of animals. Examples include: milk, eggs, honey, and wool but not live calves, processed broilers, package bees, or mutton.

**Application** - The form required to be completed by you and accepted by us before insurance coverage will begin.

**Approved revenue** - The amount of allowable revenue that your farm operation is expected to earn or will obtain from the sale of commodities you produce, or purchase for resale, in the insurance period as approved by us.

**Aquaculture commodity** - Aquatic animals or plants grown in a controlled aquatic environment, including but not limited to fish, shellfish, and seaweeds.

**Assignment of indemnity** - A transfer of policy rights, where you assign your right to an indemnity payment, for the policy year only, to creditors or other persons to whom you have a financial debt or other monetary obligation.

**Average allowable revenue** - The average of the allowable revenue for your whole-farm history period after any applicable adjustments.

**Beginning accounts receivable** - Allowable revenue, supported by verifiable records, you earned prior to the insurance period, but that has not been received at the beginning of the insurance period. This amount includes the value of beginning inventory that is under a marketing contract with a buyer to be purchased at a specified price.

**Beginning farmer or rancher** - An individual who has not actively operated and managed a farm or ranch in any state, with an insurable interest in a crop or livestock as an owner-

operator, landlord, tenant, or sharecropper for more than ten policy years, as determined in accordance with FCIC procedures. Any policy year's insurable interest may, at your election, be excluded if earned while under the age of 18, while in full-time military service of the United States, or while in post-secondary education, in accordance with FCIC procedures. A person other than an individual may be eligible for beginning farmer or rancher benefits if all of the substantial beneficial interest holders qualify as a beginning farmer or rancher.

**Beginning inventory** - The commodities you produced or owned prior to the insurance period, but that have not been sold or otherwise disposed of at the beginning of the insurance period and supported by verifiable records. Any commodity that is under a marketing contract with a buyer to be purchased during the previous insurance period at a price that will not be determined until the current insurance period or subsequent years will be considered as beginning inventory.

**Bypassed acreage** - Land on which a commodity, grown under a processor contract, is ready for harvest but the buyer elects not to accept the commodity and it is not harvested.

**Calendar year filer** - An insured that files taxes based on the 12 consecutive months corresponding to January 1 through December 31.

**Cancellation date** - The date specified in the actuarial documents for your tax filer type on which your coverage will automatically renew unless canceled in writing by either you or us or terminated in accordance with the policy terms.

**Carryover insured** - An insured that was covered under WFRP in the policy year immediately prior to the current policy year without respect to insurance provider.

**Cash accounting method** - A system of record keeping where revenue and expenses are recorded during the time period they are actually received or paid.

**Catastrophic Risk Protection (CAT)** - The minimum level of coverage offered by FCIC.

**Certified organic acreage** - Acreage in the certified organic farm operation that has been certified by a certifying agent as conforming to organic standards in accordance with 7 CFR part 205.

**Certificate** - With respect to organic crops, a written document that identifies the name of the person certified, effective date of certification, certificate number, types of products certified, and name and address of the certifying agency.

**Certification** - With respect to organic crops, a determination made by the certifying agency that the production or handling operation is in compliance with the certifying agency's certification standards.

**Certifying agent** - A private or governmental entity accredited by the USDA Secretary of Agriculture for the purpose of certifying a production, processing, or handling operation as organic.

**Claim for indemnity** - A claim for a loss made on our form that contains the information necessary to pay the indemnity, as specified in this policy.

**Combined direct marketing** - Two or more commodities sold through direct marketing and reported as a single commodity code on your Farm Operation Reports.

**Commodities purchased for resale** - Commodities not produced by your farm operation that are purchased to be added to your farm operation and then subsequently sold. This does not include commodities purchased for further growth, development or maturity for later sale, or commodities purchased to replace production of your farm operation lost due to insurable causes.

**Commodity** - Any agricultural product established or produced on your farm operation, except timber, forest, and forest products, and animals for sport, show, or pets.

**Commodity code** - A code designating an agricultural product that qualifies as a commodity for the commodity count calculations. A commodity code may have more than one associated rate code.

**Commodity count** - The number of commodities on your farm operation, as determined in accordance with section 19(c).

**Consent** - Approval in writing by us allowing you to take a specific action.

**Contemporaneous records** - Written records developed at the time the event occurred, recording information such as planting of a commodity, harvested production, sale of a commodity, daily receipts, etc.

**Contract change date** - The date by which changes to the policy, if any, will be made available.

**Contract grower** - A person retained under contract to manage the growth of a commodity owned by another person.

**Controlled atmosphere storage** - An agricultural storage method in which the concentrations of oxygen, carbon dioxide, and nitrogen, as well as the temperature and humidity of a storage room are regulated.

**Controlled substance** - Any substance whose manufacture, distribution, or use is federally regulated under the Controlled Substances Act.

**Cooperative Extension System** - A nationwide network consisting of a state office located at each state's land-grant university, and local or regional offices. These offices are staffed by one or more agricultural experts, who work in cooperation with the National Institute of Food and Agriculture, and who provide information to agricultural producers and others.

**County** - Any county, parish, political subdivision of a state, or other area specified in the actuarial documents.

**Damage** - Injury, deterioration, or loss of production of an insured commodity due to insured or uninsured causes.

**Days** - Calendar days.

**Deductible** - The deductible is equal to your approved revenue minus your insured revenue. Your deductible represents the amount of your approved revenue that is not insured by this policy.

**Delinquent debt** - Has the same meaning as the term defined in 7 CFR part 400, subpart U.

**Direct marketing** - Marketing commodities directly to consumers without the involvement of a third party (e.g., farmer's markets, u-pick, roadside stands, internet sales, etc.).

**Direct marketing sales records** - Contemporaneous records that document the sale of commodities through direct marketing. If you sell a commodity through direct marketing, you must provide the contemporaneous records used to determine allowable revenue on the Schedule F farm tax form.

**Disinterested third party** - A person that does not have any familial relationship (parents, brothers, sisters, children, spouse, grandchildren, aunts, uncles, nieces,

nephews, first cousins, or grandparents, related by blood, adoption, or marriage, are considered to have a familial relationship) with you and who will not benefit financially from the sale of the insured commodity.

**Disregarded entity** - A single-member tax entity that does not elect to be treated as a corporation for income tax purposes and files taxes under another entity name.

**Diversification discount** - The discount to your farm premium rate that your farm operation qualifies for based on your commodity count, as determined in accordance with section 19(c).

**Early fiscal year filer** - An insured, other than a calendar year filer, that files taxes with a fiscal year that begins prior to September 1.

**End of insurance period, date of** - The date upon which your insurance coverage ceases for the policy year.

**Ending accounts receivable** - Allowable revenue, supported by verifiable records, you earned during the insurance period, but that has not been received at the end of the insurance period. This amount includes the value of ending inventory that is under a marketing contract with a buyer to be purchased at a specified price.

**Ending inventory** - The commodities you produced during the insurance period, but that have not been sold or otherwise disposed of at the end of the insurance period and supported by verifiable records and reported on the Inventory Report as ending inventory. Any commodity that is under a marketing contract with a buyer to be purchased during the insurance period at a price that will not be determined until subsequent policy years will be considered as ending inventory.

**Expanded operation adjusted revenue** - The average allowable revenue adjusted to reflect physical expansion of the farm operation.

**Expanding operation factor** - A factor that is used to calculate the expanded operation adjusted revenue for farm operations that are physically expanding.

**Expected revenue** - The amount of revenue you expect to receive from a commodity, as stated on your Farm Operation Report.

**Expected value** - The price that you expect to receive for a commodity, determined in accordance with the expected value guidelines in section 18, less the cost of all post-production expenses.

**Expected Yield** - The yield that you reasonably expect your insured commodity to produce under normal growing conditions in the insurance period, determined in accordance with the expected yield guidelines in section 18.

**Familial relationship** - Your parents, brothers, sisters, children, spouse, grandchildren, aunts, uncles, nieces, nephews, first cousins, or grandparents, related by blood, adoption, or marriage.

**Farm premium rate** - The premium rate for coverage under this policy calculated based on the commodities on your farm operation.

**Farm operation** - All farming activities for which revenue and expenses are reported to the IRS under a single taxpayer identification number will be considered a single farm operation for WFRP purposes (e.g., a partnership filing a U.S. tax return for partnership income that includes revenue and expenses from separate row crop, perennial crop and livestock farms is a single farm operation because it files one tax return).

**Farm Operation Report** - The form on which you provide all required information regarding the commodities you expect to earn revenue from during the insurance period. The Farm Operation Report consists of three parts, the Intended Farm Operation Report, Revised Farm Operation Report, and Final Farm Operation Report, with each part due at the time specified in these provisions.

**Farm tax forms** - IRS income tax forms (such as Form 1040, Form 1120, Form 1041, Form 1065, Form 1102S, and Form 4835) used to report farm revenue and expenses for a signed and filed Federal tax return, specifically including Schedule F (Form 1040) but also other forms used to report farm revenue and used under this policy to develop a Substitute Schedule F, if needed.

**Farming activity** - The cultivation or use of land for growing or raising commodities (including animals, animal products, aquaculture, and nursery and greenhouse commodities), or the on-site storage, preparation, and sale of commodities produced on the farm operation.

**Fiscal year** - A period of 12 consecutive months used for accounting and tax purposes and ending on the last day of the twelfth month provided the twelfth month is not December (a twelve-month period ending the last day of December is a calendar year).

**Farm Service Agency (FSA)** - An agency of the USDA, or a successor agency.

**FCIC reinsured policy** - An insurance policy offered under the authority of the Act and reinsured by the FCIC.

**Generally recognized** - When agricultural experts or organic agricultural experts, as applicable, are aware of the production method or practice and there is no genuine dispute regarding whether the production method or practice allows the commodity to make normal progress toward maturity.

**Good farming practices** - The production methods utilized to produce the insured commodities and allow them to make normal progress toward maturity resulting in at least the approved revenue, which are: (1) For conventional or sustainable farming practices, those generally recognized by agricultural experts for the area; or (2) for organic farming practices, those generally recognized by organic agricultural experts for the area or contained in the organic plan. We may, or you may request us to, contact FCIC to determine whether or not production methods will be considered "good farming practices."

**Industrial Hemp** - The plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis.

**Household** - A domestic establishment including individuals with a familial relationship and others who live on the same property.

**Indexed average revenue** - The average revenue for all years in your whole farm history-period after any adjustment to reflect revenue growth during the whole-farm history period.

**Indexed revenue** - The allowable revenue of a tax year adjusted to reflect revenue growth during the whole-farm history period.

**Insurable interest** - Your percentage of a commodity that is at financial risk of loss.

**Insurance period** - The 12-month period corresponding to your tax year beginning in the calendar year in which the sales closing date occurs.

**Insured** - The named person as shown on the application accepted by us. This term does not extend to any other person having a

share or interest in the crop such as, a partnership, landlord, or any other person, unless specifically indicated on the application accepted by us.

**Insured commodity** - A commodity you will produce or purchase for resale during the insurance period.

**Insured revenue** - The total amount of insurance provided to you by this policy.

**Intended commodity** - A commodity you reported on your Intended Farm Operation Report.

**Internal Revenue Service (IRS)** - A bureau of the United States Department of the Treasury.

**Inventory Report** - The form on which you provide all required information regarding the beginning inventory and ending inventory of your farm operation.

**Lag year** - The tax year immediately preceding the insurance period.

**Late fiscal year filer** - An insured that files taxes with a fiscal year that begins September 1 or later.

**Limited resource farmer** - Has the same meaning as the term defined by USDA at <http://lrftool.sc.egov.usda.gov> or a successor website.

**Local market price** - The average price offered by buyers of the commodity in the area where you normally sell that commodity.

**Market readiness operations** - The on-farm activities that are the minimum required to remove the commodity from the field and make the commodity market ready, such as washing, packing, etc. Since it is the minimum required to remove the commodity from the field, the activity must occur on or in close proximity to the field where the commodity is produced. Market readiness operations do not include any activities that occur off-farm or on-farm that increase the value of the crop, such as canning, freezing, and processing activities that alter the physical nature of insurable commodities including, but not limited to, slicing apples, putting commodities into gift baskets, jams, jellies, wine, or cider, etc.

**Marketing contract** - A written agreement between you and a buyer for the purchase of a commodity you will produce on your farm operation at a specified price.

**National Organic Program (NOP)** - A regulatory program housed within the USDA Agricultural Marketing Service, responsible

for developing national standards for organically-produced agricultural products.

**Native sod** - Acreage that has no record of being tilled (determined in accordance with information collected and maintained by an agency of the USDA or other verifiable records that you provide and are acceptable to us) for the production of an annual crop on or before February 7, 2014, and on which the plant cover is composed principally of native grasses, grass-like plants, forbs, or shrubs suitable for grazing and browsing.

**Negligence** - The failure to use such care as a reasonably prudent and careful person experienced in the production of commodities would use under similar circumstances.

**Net value** - Value of a commodity at the beginning of the insurance period minus the cost of the commodity.

**Noninsured Crop Disaster Assistance Program (NAP)** - A program administered by FSA which provides financial assistance to producers of crops that do not have a permanent crop insurance program available or, if such coverage is available, it is only available under a policy that provides coverage for specific intervals based on weather indexes or this policy.

**Notice of loss** - A written notice you are required to file in your agent's office whenever you initially discover that any commodity insured under this policy has been damaged by a cause of loss that could result in a loss of production or reduction in value or that your allowable revenue for the policy year may be less than your insured revenue.

**Nursery and greenhouse commodities** - Plants which are propagated or grown to be sold as plants, not including commodities produced by plants (e.g., tomato plants, but not tomatoes). For the purposes of this policy, plants for nursery and greenhouse commodities must be propagated or grown in a controlled environment.

**Offset** - The act of deducting one amount from another amount.

**Organic agricultural experts** - Persons who are employed by the following organizations: Appropriate Technology Transfer for Rural Areas, Sustainable Agriculture Research and Education or the Cooperative Extension System, the agricultural departments of universities, or other persons approved by FCIC whose research or occupation is

related to the specific organic crop or practice for which such expertise is sought.

**Organic farming operation** - An operation that uses organic farming practices to produce organic commodities.

**Organic farming practice** - A system of plant or animal production practices used to produce the commodity that is reviewed by a certifying agent in accordance with 7 CFR part 205.

**Organic system plan** - A written plan, in accordance with the National Organic Program published in 7 CFR part 205, which describes the organic farming practices and is reviewed annually, or at other times specified on the certificate, by a certifying agent.

**Organic standards** - Standards in accordance with the Organic Foods Production Act of 1990 (7 U.S.C. 6501 et seq.) and 7 CFR part 205.

**Originating entity** - An entity that actually physically produces the commodity.

**Pass-through entity** - An entity that reports to the IRS but does not pay taxes on portions of the revenue, instead passing it to each individual owner who then pays income tax on their portion of the revenue from the business.

**Perennial commodity** - A commodity produced on a plant, bush, tree, or vine that has a lifespan of more than one year, as identified in the actuarial documents.

**Person** - An individual, partnership, association, corporation, estate, trust, or other legal entity, and wherever applicable, a State or a political subdivision or agency of a State. "Person" does not include the United States Government or any agency thereof.

**Policy** - The agreement between you and us to insure all insurable revenue on the farm operation, and consisting of the application accepted by us, these Basic Provisions, the Special Provisions, any other applicable endorsements or options, the actuarial documents and the applicable regulations published in 7 CFR chapter IV. All farm revenue will be insured under one policy.

**Policy year** - The policy year is the calendar year that begins after the contract change date (for late fiscal year filers the policy year will differ from the tax year insured under this policy).

**Post-production operations** - Any operations not included in the definition of market readiness operations, performed after

producing and harvesting an insured commodity to prepare it for sale. These include, but are not limited to, any activity occurring on-farm or off-farm to prepare the commodity for sale or any activity that increases the value of the crop, such as canning, freezing, and processing activities that alter the physical nature of insurable commodities such as slicing apples, putting commodities into gift baskets, making jams, jellies, wine, or cider, or costs for cold and controlled atmosphere storage.

**Premium billing date** - The earliest date upon which you will be billed for insurance. The premium billing date is contained in the actuarial documents.

**Primary insurance** - A policy that pays an indemnity for a covered cause of loss first, even when the policyholder has other policies that cover the same cause of loss.

**Produced** - An insured commodity will be considered produced when it has matured to the extent that it is generally saleable at established markets, regardless of whether or not it is actually harvested by the end of the insurance period.

**Production capacity** - Physical land or structures used for the production of commodities on your farm operation.

**Prohibited substance** - Any biological, chemical, or other agent that is prohibited from use by Federal statute or is not included in the organic standards for use on any certified organic, transitional, or buffer zone acreage. Lists of such substances are contained at 7 CFR part 205.

**Qualifying revenue threshold** - The minimum amount of revenue a commodity must be expected to generate to qualify as a commodity for the purpose of your commodity count, as determined in accordance with section 19(b).

**Rate code** - A code designating a specific commodity, type, and practice for premium rate calculations. Each rate code has an associated premium rate specified in the actuarial documents.

**Replanted commodity** - The same annual commodity replanted on the same acreage as the first insured commodity for harvest in the same insurance period.

**Replanting** - Performing the cultural practices necessary to prepare the land and then replacing the seed or plants of the damaged or destroyed commodity on the same acreage.

**Revenue trend factor** - A factor that is used to measure the year-to-year growth in revenue of your farm operation.

**RMA's website** - A website hosted by RMA and located at <https://www.rma.usda.gov/> or a successor website.

**Sales closing date** - The date contained in the actuarial documents for your tax filer type by which an application must be filed and the last date by which you may change your coverage for a policy year.

**Schedule F** - A tax form commonly used to file Federal taxes for a farm.

**Short tax year** - A period of less than twelve consecutive months for which a tax entity may be required to file a tax return due to changing from a calendar year to fiscal year or vice versa or from changing the dates of a fiscal year.

**Simple average allowable revenue** - The simple average of the allowable revenue for all years in your whole-farm history period.

**Simple average indexed revenue** - The simple average of the indexed revenue for all years in your whole-farm history period.

**Special Provisions** - The part of the policy that contains specific provisions of insurance that may vary by geographic area or as specified in the policy.

**Substantial beneficial interest** - An interest held by any person of at least 10 percent in you (e.g., there are two partnerships that each have a 50 percent interest in you and each partnership is made up of two individuals, each with a 50 percent share in the partnership. In this case, each individual would be considered to have a 25 percent interest in you, and both the partnerships and the individuals would have a substantial beneficial interest in you. The spouses of the individuals would not be considered to have a substantial beneficial interest unless the spouse was one of the individuals that made up the partnership. However, if each partnership is made up of six individuals with equal interests, then each would only have an 8.33 percent interest in you and although the partnership would still have a substantial beneficial interest in you, the individuals would not). The spouse of any individual applicant or individual insured will be presumed to have a substantial beneficial interest in the applicant or insured unless the spouses can prove they are legally separated or otherwise legally separate under the applicable state dissolution of marriage laws.

Any child of an individual applicant or individual insured will not be considered to have a substantial beneficial interest in the applicant or insured unless the child has a separate legal interest in such person.

**Substitute Schedule F** - A form used in place of a Schedule F form if you file farm tax forms for your farm operation that do not include a Federal Schedule F tax form.

**Summary of coverage** - Our statement to you, based upon your Farm Operation Report that provides specific information about your policy including the amount of insurance coverage.

**Tax entity** - Any person that has a tax reporting requirement.

**Tax filer type** - The type of tax filer you are for purposes of this policy, determined according to your tax year. The tax filer types are calendar year filer, early fiscal year filer, and late fiscal year filer.

**Tax year** - The annual accounting period for the farm operation defined by the 12-month period used for tax purposes. The tax years are: (1) a calendar year; or (2) a fiscal year. For the purposes of this policy, tax years are designated by the calendar year in which the 12-month period begins (for example, if you are a fiscal year filer with a 12-month accounting period beginning November 1, your 2017 tax year is the 12-month period beginning November 1, 2017).

**Termination date** - The date contained in the actuarial documents upon which your insurance ceases to be in effect because of nonpayment of any amount due us under the policy, including premium.

**Total expected revenue** - The total amount of expected revenue you expect to receive from all commodities on your farm operation during the insurance period, as stated on your Farm Operation Report, including expected revenue from commodities lost due to a covered cause of loss.

**Transitional acreage** - Acreage on which organic farming practices are being followed but the acreage does not yet qualify to be designated as certified organic acreage.

**Verifiable records** - Contemporaneous records provided from a disinterested third party, such as records from a warehouse, elevator, processor, packer, broker, input vendor, etc., or by measurement of farm-stored commodities. Except for commodities sold through direct marketing, if you process or pack your insured commodities, you must

provide final settlement sheets showing disposition of the insured commodities and marketing records reconcilable with revenue reported for tax purposes for your farm operation.

**Vertically integrated operation** - A person that has a substantial beneficial interest in multiple entities that may buy and sell commodities from each other or move commodities from one entity to the other to conduct post-production operations on the commodities.

**Veteran farmer or rancher** - An individual who has served active duty in the United States Armed Forces, including the Army, Navy, Marine Corps, Air Force, Space Force, or Coast Guard, and their reserve components, was discharged or released under conditions other than dishonorable, and:

- (1) Has not operated a farm or ranch;
- (2) Has operated a farm or ranch for not more than 5 years; or
- (3) First obtained status as a veteran during the most recent 5-year period.
- (4) A person, other than an individual, may be eligible for veteran farmer or rancher benefits if all substantial beneficial interest holders qualify as a veteran farmer or rancher; except in cases in which there is only a married couple, then a veteran and non-veteran spouse are considered a veteran farmer or rancher.

**Void** - When the policy is considered not to have existed for a policy year.

**Whole-farm historic average revenue** - The historic, average allowable revenue generated from the farm operation, adjusted according to this policy, and stated on the Whole-Farm History Report.

**Whole-farm history period** - The five consecutive tax years prior to the lag year.

**Whole-Farm History Report** - The report that documents your farm operation's allowable revenue for each tax year used to determine your whole-farm historic average revenue and other information necessary to determine your whole-farm historic average revenue.

## 2. Application

(a) For your initial year of insurance, you must provide the completed, signed, application to your agent not later than the sales closing date for your tax filer type.

(b) If voidance, cancellation or termination of insurance coverage occurs for any reason, including but not limited to indebtedness, suspension, debarment, disqualification, or cancellation by you or us or your policy is voided due to a conviction of the controlled substance provisions of the Food Security Act of 1985 or Title 21, a new application must be filed for the crop.

(1) Insurance coverage will not be provided if you are ineligible under the contract or under any Federal statute or regulation.

(2) Since applications for crop insurance cannot be accepted after the sales closing date, if you make any premium payment, or you otherwise become eligible, after the sales closing date, you cannot apply for insurance until the next policy year. For example, for the 2012 policy year, if crop A, with a termination date of October 31, 2012, and crop B, with a termination date of March 15, 2013, are insured and you do not pay the premium for crop A by the termination date, you are ineligible for crop insurance as of October 31, 2012, and crop A's policy is terminated as of that date. Crop B's policy does not terminate until March 15, 2013, and an indemnity for the 2012 policy year may still be owed. You will not be eligible to apply for crop insurance for any crop until after the amounts owed are paid in full or you file a petition to discharge the debt in bankruptcy.

(c) To change your coverage in a subsequent policy year, you must provide a policy change form reflecting the changes by the sales closing date or the policy terms from the previous policy year will remain in effect.

(d) You must include the following information on your application for insurance or your application will not be accepted and no coverage will be provided:

(1) The coverage level;

(2) Your social security number (SSN) if you are an individual. If you are an individual applicant operating as a business, you must provide an

- employer identification number (EIN) and you must also provide your SSN;
- (3) Your EIN if you are a person other than an individual; and
  - (4) The following for all persons who have a substantial beneficial interest in you:
    - (i) The SSN for individuals; or
    - (ii) The EIN for persons other than individuals and the SSNs for all individuals that comprise the person with the EIN if such individuals also have a substantial beneficial interest in you;
    - (iii) Any child of yours will not be considered to have an interest in you unless the child has a separate legal interest in you.
  - (5) Whether your farm taxes, in accordance with this policy, are filed as a:
    - (i) Calendar year filer;
    - (ii) Early fiscal year filer; or
    - (iii) Late fiscal year filer.
  - (6) Any other material information required on the application for this policy.
  - (7) The county listed on the application should be the county where the majority of the total expected revenue is expected to be earned:
    - (i) If no county is expected to provide the majority of the total expected revenue, the county listed on the application should be the county with the highest amount of expected revenue; and
    - (ii) Regardless of the county listed on the application, the county with the highest expected revenue at the time the Revised Farm Operation Report is submitted will be used for rating purposes.
- (e) With respect to SSNs or EINs required on your application:
- (1) Your application will not be accepted and no insurance will be provided for the year of application if the application does not contain your SSN or EIN. If your application contains an incorrect SSN or EIN for you, your application will be considered not to have been accepted, no insurance will be provided for the year of application and for any subsequent policy years, as applicable, and such policies will be void if:
    - (i) You do not correct the number; or
    - (ii) You correct the SSN or EIN but:
      - (A) You cannot prove that any error was inadvertent (Simply stating the error was inadvertent is not sufficient to prove the error was inadvertent); or
      - (B) It is determined that the incorrect number would have allowed you to obtain disproportionate benefits under the crop insurance program, you are determined to be ineligible for insurance or you could avoid an obligation or requirement under any State or Federal law; and
  - (2) With respect to persons with a substantial beneficial interest in you:
    - (i) If the SSNs or EINs of such persons are included on your application and the SSNs or EINs are correct, but the persons with a substantial beneficial interest in you are ineligible for insurance, the insurance coverage for all revenue included on your application will be reduced proportionately by the percentage interest in you of persons with a substantial beneficial interest in you (presumed to be 50 percent for spouses of individuals);
    - (ii) Your policy will be void if the SSN or EIN of any person with a substantial beneficial interest in you is incorrect or is not included on your application and:
      - (A) The number is not corrected or provided by you, as applicable;
      - (B) You cannot prove that any error or omission was inadvertent (Simply stating the error or omission was inadvertent is not sufficient

- to prove the error or omission was inadvertent);
- (C) Even after the correct SSN or EIN is provided by you, it is determined that the incorrect or omitted SSN or EIN would have allowed you to obtain disproportionate benefits under the crop insurance program, the person with a substantial beneficial interest in you is determined to be ineligible for insurance, or you or the person with a substantial beneficial interest in you could avoid an obligation or requirement under any State or Federal law; or
- (D) Except as provided in sections 2(e)(2)(ii)(B) and (C), your policies will not be voided if you subsequently provide the correct SSN or EIN for persons with a substantial beneficial interest in you and the persons are eligible for insurance;
- (f) Your approved revenue will be reduced proportionately by the percentage interest in you of persons with a substantial beneficial interest in you if such persons are ineligible for insurance as long as:
- (1) The SSN's or EIN's of such persons are included on your application; and
  - (2) The SSN's or EIN's are correct.
- (g) Notwithstanding any of the provisions in this section, you may be subject to civil, criminal, or administrative sanctions if you certify to an incorrect SSN or EIN or any other information under this policy.
- (h) If any of the information regarding persons with a substantial beneficial interest in you, changes:
- (1) After the sales closing date from the previous policy year, you must revise your application by the sales closing date for the current policy year to reflect the correct information; or
  - (2) Less than 30 days before the sales closing date for the current policy year, you must revise your application by the sales closing date for the next policy year; and
- (3) You fail to provide the required revisions, the provisions in section 2(f) will apply;
- (i) If you are, or a person with a substantial beneficial interest in you is, not eligible to obtain an SSN or EIN, whichever is required, you must request an assigned number for the purposes of this policy from us:
- (1) A number will be provided only if you can demonstrate you are, or a person with a substantial beneficial interest in you is, eligible to receive Federal benefits;
  - (2) If a number cannot be provided for you in accordance with (1) your application will not be accepted; or
  - (3) If a number cannot be provided for any person with a substantial beneficial interest in you in accordance with (1), the amount of insurance for all commodities on the application will be reduced proportionately by the percentage interest of such person in you.
- (j) You must provide information to us regarding insurance you obtained from any other insurance provider or from any FSA office on commodities insured by this policy. The information provided must include the date such insurance was obtained.
- (k) If your farm operation is vertically integrated, or you own or have interest in related tax entities, you must clearly identify and explain the relationship between such entities at the time you file your application.
- (l) Your application will not be accepted, and no coverage will be provided, if you are ineligible under the contract or under any Federal statute or regulation.
- 3. Qualifying Person Criteria and Insurance Eligibility**
- (a) To be considered a qualifying person, you must:
- (1) Be eligible to receive federal benefits;
  - (2) Be a U.S. citizen or resident;
  - (3) File either a Schedule F tax form or other farm tax forms that can be converted to a Substitute Schedule F;
  - (4) The Schedule F, or Substitute Schedule F, must cover 100 percent of your farm operation. (A tax entity

- which reports a fractional share of farming activity conducted by a partnership, corporation or any other "joint venture" does not qualify for WFRP coverage);
- (5) Be engaged in the business of farming and derive revenue from the production of commodities; and
  - (6) Derive not more than 50 percent of expected revenue from commodities purchased for resale.
- (b) To be eligible for insurance under this policy you must be a qualifying person that has filed a United States Federal income tax return, including farm tax forms, for each of the five years of your whole-farm history period for the same tax entity and farm operation as the insured person for the policy year unless one of the following applies:
- (1) Your tax entity (taxpayer identification number) changed (e.g., you and your spouse form a partnership and file a U.S. Partnership Return of Income and you previously filed a U.S. Individual Income Tax Return that included your spouse's interest in the farm operation);
  - (2) You stop farming as an individual and farm as a tax entity other than an individual;
  - (3) You form a successor farming operation that is a different tax entity but is basically the same operation;
  - (4) You purchase, inherit, or lease another person's farm operation and your use of their records is approved in accordance with section 16(g);
  - (5) You are a qualifying person that is not required to file a United States Federal income tax return because you are not subject to income tax (e.g., a tribal entity) and:
    - (i) You must have filed reports with a disinterested third-party entity supported by verifiable records that we agree are sufficient to develop a Substitute Schedule F for each year in your whole-farm history period; and
    - (ii) The reports used to develop your Substitute Schedule F will be considered your farm tax forms under this policy;
- (6) You did not file farm tax forms or report farm revenue for a tax year due to circumstances beyond your control (e.g., illness that prevented you from farming for the year) provided:
    - (i) You only have one year in your whole-farm history period in which you did not file farm tax forms; and
    - (ii) You have filed farm tax forms in the first year of your whole-farm history period, unless you are a carryover insured; and
    - (iii) You must have earned farm revenue during your lag year; or
  - (7) You qualify as a beginning farmer or rancher or veteran farmer or rancher, or you qualified as a beginning farmer or rancher or veteran farmer or rancher in the previous policy year, and you have fewer than five years of farm tax forms in your whole farm history period provided:
    - (i) You provide your farm tax forms for each year in your whole-farm history period in which you reported farm revenue; and
    - (ii) You have at least three years of farm tax forms in your whole-farm history period and must have earned farm revenue during your lag year.
- (c) Your farm operation will be ineligible for insurance under this policy and no coverage will be provided if:
- (1) Your insured revenue will be greater than \$17 million on the sales closing date, based on your Intended Farm Operation Report;
  - (2) Your commodity count, as determined using your Intended Farm Operation Report, equals one and:
    - (i) Potatoes are the only commodity with expected revenue that equals or exceeds your qualifying revenue threshold. (This limitation is a legislated requirement under section 508(a)(3)(C) of the Act);
    - (ii) Revenue protection is available under another FCIC reinsured policy for the commodity with expected revenue that equals or

- exceeds your qualifying revenue threshold; or
- (3) Your farm operation includes any revenue from controlled substances (the plant *Cannabis sativa L.* is not a controlled substance when it qualifies as industrial hemp. See section 50 for rules specific to industrial hemp).
- (d) You will not be considered a qualifying person for this policy year if the tax year corresponding to the insurance period will be a short tax year. If you have any short tax years in your history or the lag year is a short tax year:
- (1) You must resubmit your whole-farm history based on the calendar or fiscal year used for the policy year;
  - (2) The whole-farm history must accurately reflect the income from the calendar or fiscal year; and
  - (3) We may, at our discretion and based on your resubmitted records, allow you to obtain insurance.
- (e) Originating pass-through entities may insure the allowable revenue from commodities produced by the farm operation under WFRP. Owners of a pass-through entity that are not the originating entity may not insure pass-through revenue or loss under WFRP.
- (f) Disregarded entities are not considered qualifying persons. Allowable revenue from disregarded entities may be insured by an entity that files farm tax forms that includes such revenue.

**4. Life of Policy, Termination, and Cancellation**

- (a) After we have accepted your application, you may not cancel this policy for the initial policy year.
- (b) This is a continuous policy and will remain in effect for each succeeding policy year following the acceptance of the original application until canceled by you or us in accordance with the terms of the policy. In accordance with section 5, FCIC may change the coverage provided from year to year.
- (c) Either you or we may cancel this policy after the initial policy year by providing written notice to the other on or before the cancellation date.
- (d) We may cancel your policy if no premium is earned for 3 or more consecutive policy years.

- (e) If any amount due, including premium or administrative fees, or overpaid indemnities, is not paid or an acceptable arrangement for payment is not made on or before the termination date for the policy year on which an amount is due, you will be determined to be ineligible to participate in FCIC reinsured policy in accordance with 7 CFR part 400, subpart U.
  - (1) For a policy with unpaid administrative fees or premium, the policy will terminate effective on the first day of the policy year immediately subsequent to the policy year for which such amount was due (insurance will be considered not to have attached in the subsequent year and no premium will be owed or indemnity paid);
  - (2) For a policy with other amounts due, the policy will terminate effective on the termination date immediately after the account becomes delinquent;
  - (3) Ineligibility will be effective as of the date that this policy was terminated and for all other insurance policies with coincidental termination dates;
  - (4) All other FCIC reinsured policies will also terminate as of the next termination date contained in the policy;
  - (5) If you are ineligible, you may not obtain any insurance under the Act until payment is made in full, you execute an agreement to repay the debt or you have your debts discharged in bankruptcy;
  - (6) If you execute an agreement to pay the debt and fail to make any scheduled payment, all policies will be terminated effective on the termination date for the policy year in which you failed to make the scheduled payment and no indemnity payment or replant payment, if applicable, will be due for that crop or policy year. You will no longer be eligible to obtain crop insurance by execution of an agreement to pay the debt. You will be ineligible for crop insurance until the debt is paid in full or you have your debts discharged in bankruptcy;

- (7) Once the policy is terminated, the policy cannot be reinstated for the current policy year unless the termination was in error;
- (8) After you again become eligible for insurance, if you want to obtain insurance coverage, you must reapply on or before the applicable sales closing date (Since applications for insurance cannot be accepted after the sales closing date, if you become eligible after the sales closing date, you cannot apply for insurance until the next policy year); and
- (9) If we deduct the amount due us from an indemnity, the date of payment for the purpose of this section will be the date you sign the properly executed claim for indemnity.  
For example, if policy A, with a termination date of January 31, 2015, and policy B, with a termination date of March 15, 2015, are issued and you do not pay the premium for policy A by the termination date, you are ineligible for insurance as of January 31, 2015, and policy A is terminated on that date. Policy B is terminated as of March 15, 2015. If you enter an agreement to repay the debt on December 31, 2015, you can apply for insurance for policy A by the January 31, 2016, sales closing date and policy B by the March 15, 2016, sales closing date. If you fail to make a scheduled payment on April 1, 2016, your policy will terminate as of January 31, 2016, for crop A, and March 15, 2016, for crop B, and no indemnity payment will be due for that policy year for either crop. You will not be eligible to apply for crop insurance for any crop until after the debt is paid in full or you have your debts discharged in bankruptcy and you make application in accordance with section 4(e).
- (f) Any amount due to us for any FCIC reinsured policy will be offset from any indemnity due you for this or any policy insured with us under the authority of the Act.
  - (1) Even if your claim has not yet been paid, you must still pay the premium and administrative fee on or before the termination date for you to remain eligible for insurance.
  - (2) If we offset any amount due us from an indemnity payment owed to you, the date of payment for the purpose of determining whether you have a delinquent debt will be the date that you submit the claim for indemnity in accordance with section 25.
- (g) A delinquent debt for any policy will make you ineligible to obtain crop insurance authorized under the Act for any subsequent policy year and result in termination of all policies in accordance with section 4(g)(2).
  - (1) With respect to ineligibility:
    - (i) Ineligibility for crop insurance will be effective on:
      - (A) The date that a policy was terminated in accordance with section 4(g)(2) for the policy year for which you failed to pay premium, an administrative fee, or any related interest owed, as applicable;
      - (B) The payment due date contained in any notification of indebtedness for overpaid indemnity, or replanting payment, if you fail to pay the amount owed, including any related interest owed, as applicable, by such due date;
      - (C) The termination date for the policy year prior to the policy year in which a scheduled payment is due under a written payment agreement if you fail to pay the amount owed by any payment date in any agreement to pay the debt; or
      - (D) The termination date the policy was or would have been terminated under sections 4(g)(2)(i)(A), (B) or (C) if your bankruptcy petition is dismissed before discharge.
    - (ii) If you are ineligible and a policy has been terminated in

accordance with section 4(g)(2), you will not receive any indemnity, or replanting payment, if applicable, and such ineligibility and termination of the policy may affect your eligibility for benefits under other USDA programs. Any indemnity, or replanting payment that may be owed for the policy before it has been terminated will remain owed to you but may be offset in accordance with section 14(j) unless your policy was terminated in accordance with sections 4(g)(2)(i)(A), (B), (D) or (E).

(2) With respect to termination:

(i) Termination will be effective on:

(A) For a policy with unpaid administrative fees or premiums, the termination date immediately subsequent to the premium billing date for the policy year (For policies for which the sales closing date is prior to the termination date, such policies will terminate for the current policy year even if insurance attached prior to the termination date. Such termination will be considered effective as of the sales closing date and no insurance will be considered to have attached for the policy year and no indemnity, or replant payment will be owed);

(B) For a policy with other amounts due, the termination date immediately following the date you have a delinquent debt (For policies for which the sales closing date is prior to the termination date, such policies will terminate for the current policy year even if insurance attached prior to the termination date. Such termination will be considered effective as of the sales closing date and no insurance will be

considered to have attached for the policy year and no indemnity, or replant payment will be owed);

(C) For all other FCIC reinsured policies, the termination date that coincides with the termination date for the policy with the delinquent debt or, if there is no coincidental termination date, the termination date immediately following the date you become ineligible;

(D) For execution of a written payment agreement and failure to make any scheduled payment, the termination date for the policy year prior to the policy year in which you failed to make the scheduled payment (for this purpose only, the policy year will start the day after the termination date and end on the next termination date, e.g., if the termination date is March 15 and you fail to make a payment on March 15, 2015, your policy will terminate on March 30, 2015, for the 2016 policy year); or

(E) For dismissal of a bankruptcy petition before discharge, the termination date the policy was or would have been terminated under sections 4(g)(2)(i)(A), (B) or (C).

(ii) For all policies terminated under sections 4(g)(2)(i)(A), (B), (D) or (E), any indemnities, or replanting payments paid subsequent to the termination date must be repaid.

(iii) Once the policy is terminated, it cannot be reinstated for the current policy year unless:

(A) The termination was in error;

(B) The Administrator of the Risk Management Agency, at their sole discretion, determines in accordance with 7 CFR part 400, subpart U and FCIC issued

procedures that the following are met:

- (1) You provide documentation that your failure to pay your debt is due to an unforeseen or unavoidable event or an extraordinary weather event that created an impossible situation for you to make timely payment;
  - (2) You remit full payment of the delinquent debt owed to us or FCIC with your request submitted in accordance with section 4(g)(2)(iii)(B)(3);
  - (3) You submit a written request for reinstatement of your policy to us no later than 60 days after the termination date or the missed payment date of a previously executed written payment agreement, or the due date specified in the notice to you of the amount due, if applicable;
  - (4) If authorization for reinstatement is granted, your policies will be reinstated effective at the beginning of the policy year for which you were determined ineligible, and you will be entitled to all applicable benefits under such policies, provided you meet all eligibility requirements and comply with the terms of the policy; and
  - (5) There is no evidence of fraud or misrepresentation.
- (C) We determine, in accordance with 7 CFR part 400, subpart U and FCIC issued procedures, that the following are met:
- (1) You can demonstrate:

- (i) You acted in good faith when you made timely payment and you omitted the most recent month's interest or the amount of the payment was clearly transposed from the amount that was otherwise due; or
  - (ii) You acted in good faith when you made the payment and the payment was delayed and postmarked by no more than 7 calendar days after the termination date or the missed payment date of a previously executed written payment agreement, or the due date specified in the notice to you of the amount due, if applicable.
- (2) You remit full payment of the delinquent debt owed to us; and
  - (3) You submit a written request for reinstatement of your policy to your agent no later than 30 days after the termination date or the missed payment date of a previously executed written payment agreement, or the due date specified in the notice to you of the amount due, if applicable; and
  - (4) There is no evidence of fraud or misrepresentation.
- (iv) A determination made in section 4(g)(2)(iii)(B) exhausts all administrative remedies for purposes of termination.
- (h) Any person may sign any document relative to crop insurance coverage on

behalf of any other person covered by such a policy, provided that the person has a properly executed power of attorney or such other legally sufficient document authorizing such person to sign. You are still responsible for the accuracy of all information provided on your behalf and may be subject to the consequences in section 15(j), and any other consequences, including administrative, criminal, or civil sanctions, if any information has been misreported.

- (i) Notwithstanding subsection 4(c), if you are a carryover insured your policy will be cancelled, effective as of the cancellation date, if we do not receive the reports required under section 15(a) on or before the sales closing date.

## 5. Contract Changes

- (a) The contract change date is August 31 of the calendar year preceding the policy year.
- (b) The terms and conditions of this policy may change from year to year.
  - (1) Any changes to this policy, including the applicable policy provisions or the actuarial documents, will be published on RMA's website not later than the contract change date.
  - (2) After the contract change date information may be revised only to correct obvious errors.
  - (3) After the contract change date, all changes made in accordance with this section will be available upon request from your crop insurance agent.
- (c) We will provide you, in writing, with a copy of changes to this policy, any other applicable policy provisions, and the actuarial documents, not later than 30 days prior to the cancellation date for the policy year. If available from us, you may elect to receive these documents and changes electronically.
- (d) Your acceptance of all changes made in accordance with this section will be conclusively presumed in the absence of notice from you to change or cancel your insurance.

## 6. Notices

- (a) All notices required to be given by you must be in writing and received by your crop insurance agent within the

designated time unless otherwise provided by the notice requirement.

- (1) Notices required may be given by telephone, in person, or electronically and confirmed in writing.
- (2) The date the notice is provided will be determined by the date of our receipt of the written notice.
- (3) If the date by which you are required to submit a report or notice falls on Saturday, Sunday, or a Federal holiday, or if your agent's office is, for any reason, not open for business on the date you are required to submit the notice or report, the notice or report must be submitted on the next business day.

- (b) All policy provisions, notices, and communications we are required to send to you will be:

- (1) Provided by electronic means, unless:
  - (i) We do not have the ability to transmit the information to you by electronic means; or
  - (ii) You elect to receive a paper copy of such information;
- (2) Sent to the email address or physical address contained in your records located with your crop insurance agent.

- (c) All notices will be conclusively presumed to have been received by you. You should advise us immediately of any change of address.

## 7. Record Retention and Access to Insured Commodities and Records

- (a) For a period of three years after the end of the insurance period, or three years after the date of final payment of the indemnity, whichever is later, you must retain and provide upon our request, or the request of any employee of USDA authorized to investigate or review any matter relating to insurance authorized under the Act, complete verifiable records and direct marketing sales records pertaining to:
  - (1) The planting, replanting, inputs, production, harvest, storage, sale, shipment, and disposition of the insured commodities;
  - (2) Your land and facilities;
  - (3) The allowable revenue stated on the farm tax forms, including all forms

- and records supporting these figures, for the entire whole-farm history period;
- (4) The value of post-production operations and market readiness operations for your insured commodities;
  - (5) The beginning and ending inventory information;
  - (6) Accounts receivable information;
  - (7) All lease or other agreements that may be applicable to the insured commodities; and
  - (8) Expenses stated on the farm tax forms, including all forms and records supporting these figures.
- (b) By signing the application for insurance authorized under the Act or by continuing insurance for which you have previously applied, you authorize us or USDA, or any person acting for us or USDA authorized to investigate or review any matter relating to insurance authorized under the Act, to obtain records relating to the planting, replanting, lease, ownership, share, production, inputs, harvesting, disposition, or marketing contract agreements of the insured commodity from any person who may have custody of such records, including but not limited to, FSA offices, banks, warehouses, gins, cooperatives, marketing associations, landlords, and accountants. You must assist in obtaining all records we or any employee of USDA, or any person acting for us or

USDA authorized to investigate or review any matter relating to insurance authorized under the Act, requests from third parties.

- (c) We, any employee of USDA, or any person acting for us or USDA authorized to investigate or review any matter relating to insurance authorized under the Act:
- (1) May extend the record retention period beyond three years by notifying you of such extension in writing; and
  - (2) Have the right to examine, as often as reasonably required during the record retention period:
    - (i) The insured commodities on the farm operation or at any location where the commodities may be found or maintained; and
    - (ii) All records related to the insured commodities, this policy, and mediation, arbitration or litigation involving the insured commodities, at any location where the records may be found or maintained.
- (d) Failure to provide access to the insured commodities or the farm, maintain or provide any required records, authorize access to the records maintained by third parties, or assist in obtaining all such records will result in a determination that no indemnity is due for the policy year for which the failure occurred.

## 8. (Reserved)

## Your Coverage

### 9. Coverage

- (a) This policy insures the approved revenue that you earn or expect to earn from all commodities that you produce or purchase for resale during the insurance period and in which you have an insurable interest.
- (b) We must determine the commodity count for your farm according to section 19. This count will be used to determine your eligibility for WFRP, your subsidy amount, and to calculate your diversification discount.
- (c) You must choose one coverage level as shown in the actuarial documents for the policy year

- (1) Catastrophic risk protection is not available under this policy.
- (2) If you were insured last year under WFRP you may change your coverage level for this year by giving us written notice by the sales closing date. However, you may not increase your coverage level if any cause of loss that could, or would, reduce your allowable revenue for the policy year is evident prior to the time you request the increase.
- (d) You may insure individual commodities under other FCIC reinsured policies in addition to your purchase of WFRP.
- (e) Both your Farm Operation Report and Whole-Farm History Report, adjusted as

applicable to reflect allowable revenue, are used to determine the approved revenue used to calculate the insured revenue under this policy.

- (f) Your insured revenue will be determined by multiplying your approved revenue by the coverage level and an indemnity will be due under this policy if your revenue-to-count for the policy year falls below your insured revenue.
- (g) We will reduce your approved revenue and any indemnity or deny coverage at any time we become aware that the information used to determine your approved revenue is incorrect or is not supported by verifiable records. Your premium will be adjusted to reflect any revised approved revenue.
- (h) A replant payment may be allowed if specified in the Special Provisions.
- (i) In accordance with section 9(j), for native sod acreage in the states of Iowa, Minnesota, Montana, Nebraska, North Dakota, or South Dakota, your insured revenue for the first four policy years of planting an annual crop on more than five acres of native sod acreage in any county will be adjusted to 65 percent of the approved revenue for those native sod acreage.
- (j) Section 9(i) is applicable during:
  - (1) The first four policy years of planting on native sod acreage that has been tilled beginning on February 8, 2014, and ending on December 20, 2018; and
  - (2) Four cumulative policy years of insurance within the first ten years after initial tillage on native sod acreage tilled after December 20, 2018.
- (k) Your coverage will begin:
  - (1) For the first year you obtain coverage under this policy, your coverage will begin the later of:
    - (i) The beginning of your tax year; or
    - (ii) 10 days after our acceptance of your application; or
  - (2) If you are a carry-over insured, the beginning of your tax year.

#### **10. Allowable Revenue**

- (a) Allowable revenue for WFRP purposes is limited to the revenue from:
  - (1) The sales of animals, and other commodities you purchased for

resale, less the cost or other basis of such animals or other commodities (line 1c of Schedule F) (include revenue from CCC loans forfeited);

- (2) The sales of animals, produce, grains and other commodities you raised. (Line 2 of Schedule F.);
  - (3) The taxable amount of total cooperative distributions (line 3b of Schedule F) (Include only those directly related to the sale of insured commodities (e.g., distributions for corn, not fertilizer); and
  - (4) Other revenue, including Federal and State gasoline or fuel tax credit or refund (line 8 of Schedule F) (exclude Federal and State gasoline or fuel tax credits or refunds if reported on this line). Include all revenue directly related to the production of commodities that the IRS requires you to report, including, but not limited to:
    - (i) Revenue from bartering (This amount will be determined in accordance with IRS rules.); and
    - (ii) Payments from buyers of commodities for bypassed acreage (these are payments made to you in accordance with a marketing contract between you and a buyer for not harvesting your crop).
- (b) Allowable revenue specifically excludes:
    - (1) Revenue from any post-production operations;
    - (2) Net gain from commodity hedging or speculation;
    - (3) Revenue from commodities in which you do not have an insurable interest;
    - (4) Revenue earned from custom hire or rental activities;
    - (5) Cooperative distributions that are not directly related to the sale of an insured commodity;
    - (6) Revenue earned as an animal contract grower;
    - (7) Revenue from wages, salaries, tips, and cash rent;
    - (8) Revenue from government agricultural programs, including the Non-insured Assistance Program (NAP), and disaster payments;
    - (9) Revenue from uninsurable commodities, such as, animals for

show or sport, timber, forest and forest products, and controlled substances;

- (10) Crop insurance indemnities, prevented planting payments from other FCIC reinsured policies, and replant payments;
- (11) CCC loans repaid (except those repaid by a third-party buyer);
- (12) Value assigned for uninsured cause of loss or abandoned acreage; and
- (13) Accrual adjustments for beginning and ending accounts receivable and inventories.

**11. (Reserved)**

**12. Your Approved Revenue**

- (a) Your approved revenue is the LOWER of your whole-farm historic average revenue or your total expected revenue and will be determined on the Farm Operation Report.
- (b) If you are a carryover insured and your average allowable revenue is less than 90 percent of your previous year's approved revenue, you may elect to use 90 percent of your previous year's approved revenue instead of your whole-farm historic average revenue when determining your approved revenue.

**13. Share Insured**

- (a) Insurance will be provided against loss of revenue only on your insurable interest of the commodities on your farm operation and will not extend to any other person having a share in the agricultural operation.
- (b) This policy may not be transferred to any person except upon death of the insured provided farm taxes are still filed for the insured operation.
- (c) If the farm operation is sold during the insurance period, the coverage provided by this policy may not be transferred. You will still be required to pay the premium due.

**14. Administrative Fees, Subsidy, and Annual Premium**

- (a) The administrative fee:
  - (1) Is \$30, or an amount specified in the Special Provisions, as applicable;
  - (2) Must be paid no later than the time premium is due;
  - (3) The administrative fee will be waived if you request it and:

- (i) You qualify as a beginning farmer or rancher or as a veteran farmer or rancher; or
- (ii) You qualify as a limited resource farmer.

- (4) Failure to pay the administrative fee when due may make you ineligible for certain other USDA benefits.
- (b) Your farm premium rate is determined by:
  - (1) Dividing the expected revenue from commodities for each unique rate code on your Revised Farm Operation Report by your total expected revenue to calculate the percent of expected revenue for each rate code;
  - (2) Multiplying each result of paragraph (1) by the premium rate shown in the actuarial documents for that rate code;
  - (3) Summing the result of paragraph (2) for all rate codes on the Farm Operation Report to calculate the farm premium rate before applying your diversification discount;
  - (4) Determining your commodity count based on your Revised Farm Operation Report using the formula in section 19(c);
  - (5) Dividing 1 by the result of paragraph (4) (round to three decimals);
  - (6) Calculating your diversification discount by:
    - (i) Summing the result of paragraph (b)(1) for each commodity code;
    - (ii) Subtracting the result of subparagraph (6)(i) for each commodity code from the result of paragraph (b)(5). Ignore any negative mathematical signs and record each number as a positive number;
    - (iii) Sum the results of subparagraph (6)(ii) to calculate the deviation (DEV) number (round to three decimals);
    - (iv) Using the appropriate formula selected from the special provisions based on the commodity count determined in paragraph (4), substitute the result of paragraph (6)(iii) where DEV appears in the formula and then calculate the diversification

- discount (round to three decimals); and
- (7) Multiplying the result of paragraph (3) by your diversification discount from paragraph (6) and any other rate adjustment factors that may apply to determine your farm premium rate (round to 3 decimals).
- (c) If you choose to purchase other individual FCIC reinsured policies at an additional coverage level which could compensate you for damage to, or loss of, commodities insured under WFRP and you have not elected to exclude these policies from becoming primary insurance under section 30(b)(1), for premium calculation purposes only, your insured revenue will be adjusted to reflect these purchases. The adjustment to your insured revenue amount will be calculated by:
- (1) Adding together the total liability amount of all other FCIC reinsured policies purchased at an additional coverage level. (For policies where the liability can change during the coverage period, the liability used for the purpose of this paragraph will be that used to determine the amount of premium of that policy.);
  - (2) Dividing your insured revenue by two to calculate the maximum adjustment; and
  - (3) Subtracting the smaller of paragraph (1) or paragraph (2) from your insured revenue to determine the insured revenue to use for premium calculation purposes.
- (d) Your total premium amount is calculated by:
- (1) Multiplying your farm premium rate from subsection (b)(7) by:
    - (i) If you chose to purchase other FCIC reinsured policies and did not choose to exclude those policies from becoming primary insurance, the result of subsection (c)(3); or
    - (ii) Your insured revenue; and
  - (2) Multiplying the result from paragraph (1) by any premium adjustment amounts that may apply to calculate the total premium.
- (e) The information needed to determine your farm premium rate and any premium adjustment percentages that may apply are contained in the actuarial documents.
- (f) To calculate the premium amount you will pay after premium subsidy:
- (1) Your subsidy amount will be based on the commodity count determined in 19(c), and the table specified in the actuarial documents;
  - (2) Multiply the total premium amount calculated in subsection (d)(2) by the applicable subsidy rate found in the actuarial documents; and
  - (3) Subtract the result of paragraph (2) from the result of subsection (d)(2).
- (g) Your premium amount will be calculated based on your Revised Farm Operation Report. If you make changes to your farm operation following submission of your Revised Farm Operation Report, we may revise your premium amount accordingly.
- (h) The amount of premium calculated in accordance with this section is earned when your application is accepted. You will be billed for your premium and the applicable administrative fee not earlier than the premium billing date.
- (1) The total due, plus any accrued interest, will be considered delinquent if it is not paid on or before the termination date.
  - (2) Premium must be paid by the termination date regardless of whether a claim is pending.
- (i) If the amount of premium (total premium less premium subsidy paid on your behalf by FCIC) and administrative fee you are required to pay for this policy exceeds your insured revenue, coverage will not be provided (no premium or administrative fee will be due and no indemnity will be paid).
- (j) Premium and administrative fees owed by you for a policy year will be offset from any indemnity due to you for that policy year.
- (k) If you qualify as a beginning farmer or rancher or veteran farmer or rancher, your premium subsidy will be 10 percentage points greater than the premium subsidy that you would otherwise receive, unless otherwise specified in the Special Provisions.
- (l) You will be ineligible for any premium subsidy paid on your behalf by FCIC for any policy issued by us if:

- (1) USDA determines you have committed a violation of the highly erodible land conservation or wetland conservation provisions of 7 CFR part 12 as amended by the Agricultural Act of 2014; or
- (2) You have not filed form AD-1026 with FSA for the reinsurance year by the premium billing date.
  - (i) Notwithstanding section 14(l)(2), you may be eligible for premium subsidy without having a timely filed form AD-1026:
    - (A) For the initial reinsurance year if you certify by the premium billing date for your policy that you meet the qualifications as outlined in FCIC approved procedures for producers who are new to farming, new to crop insurance, a new entity, or have not previously been required to file form AD-1026; or
    - (B) If FSA approves relief for failure to timely file due to circumstances beyond your control or failure to timely provide adequate information to complete form AD-1026 in accordance with the provisions contained in 7 CFR part 12.
  - (ii) To be eligible for premium subsidy paid on your behalf by FCIC, it is your responsibility to assure you meet all the requirements for:
    - (A) Compliance with the conservation provisions specified in section 14(l)(1) of this section; and
    - (B) Filing form AD-1026 to be properly identified as in compliance with the conservation provisions specified in section 14(l)(1) of this section.
- (m) Notwithstanding paragraph (l)(2) of this section, if you demonstrate you began farming for the first time after June 1 and prior to the beginning of the reinsurance year (July 1), you may be eligible for Federal crop insurance premium subsidy for the subsequent reinsurance year.
- (n) Except as provided in section 14(o), and in accordance with section 14(p), in the states of Iowa, Minnesota, Montana, Nebraska, North Dakota, or South Dakota, your premium subsidy for the portion of your expected revenue for native sod acreage will be reduced by 50 percentage points. If the premium subsidy applicable to that portion of your revenue is less than 50 percent before reduction, you will receive no premium subsidy.
  - (o) Section 14(n) is not applicable to cumulative native sod acreage that is five acres or less in the county.
  - (p) Section 14(n) is applicable during:
    - (1) The first four policy years of planting on native sod acreage that has been tilled beginning on February 8, 2014, and ending on December 20, 2018; and
    - (2) Four cumulative policy years of insurance within the first ten years after initial tillage on native sod acreage tilled after December 20, 2018.

**15. Required Reports**

- (a) On or before the sales closing date for each policy year you must provide:
  - (1) Your completed Whole-Farm History Report in accordance with section 16; and
  - (2) Your Intended Farm Operation Report in accordance with section 17.
- (b) For each policy year, you must provide an Inventory Report with your beginning inventory, and a Beginning Accounts Receivable Report. These reports must be submitted by:
  - (1) The sales closing date if you are a calendar year filer; or
  - (2) The later of the date you submit your application or the last day of the month in which your fiscal year begins if you are an early fiscal year filer or late fiscal year filer.
  - (3) If you do not report your beginning inventory for a commodity by the required date, no adjustment to revenue-to-count will be made for that commodity based on your inventory report when determining your claim.
- (c) You must provide a Revised Farm Operation Report by July 15 following the

- sales closing date, unless otherwise specified in the Special Provisions.
- (d) You must notify us within 30 days if you make changes to the commodities grown on your farm after the Revised Farm Operation Report is completed and we may revise your premium amount based on these changes, except those resulting from a covered cause of loss.
  - (e) If you lose an annual commodity and are able to replant the commodity under good farming practices, you may request a replant payment under this policy. You must notify us within 72 hours of the discovery of damage to request a replant payment.
  - (f) If you have a loss under this policy;
    - (1) You must provide us with a notice of loss within 72 hours of your initial discovery that your allowable revenue for the policy year could fall below the insured revenue; and
    - (2) You must submit a Claim for Indemnity Report not later than 60 days after the earlier of:
      - (i) The date you file your farm tax forms with the IRS; or
      - (ii) The original date that your farm tax forms must be provided to the IRS, as specified by IRS.
  - (g) You must complete the Final Farm Operation Report by providing actual production and revenue information by commodity at the earliest of the time an indemnity is claimed for the insurance period or by the sales closing date for the following policy year, unless otherwise specified in the Special Provisions.
  - (h) If you have any of the following special circumstances on your farm operation, the following sections of this policy apply to your insurance and you may be required to file additional reports or worksheets:
    - (1) Organic Commodities: If you use organic farming practices, you must comply with the requirements of section 44.
    - (2) Post-Production Operations and Added Value: If you sell commodities that include value from post-production operations, you must comply with the requirements of section 45.
    - (3) Animals and Animal Products: If you have animals or animal products, you must comply with the requirements of section 46.
  - (4) Nursery and Greenhouse Commodities: If you have nursery or greenhouse commodities, you must comply with the requirements of section 47.
  - (5) Marketing Contracts. If you have commodities produced under a marketing contract, you must comply with the requirements of section 48.
  - (6) Expanded Operations: If your operation has physically expanded and you wish to increase the amount of insurance protection, you must comply with the requirements of section 49.
  - (7) Industrial Hemp: If your farm operation includes industrial hemp you must comply with the reporting requirements of section 50 and any additional Federal or state reporting requirements for industrial hemp in the location the industrial hemp will be produced.
  - (8) Direct Marketing: If your operation sells commodities through direct marketing, you must comply with the requirements of section 51.
  - (i) If you fail to timely submit any required information, or we are unable to verify the information that was submitted, we will deny any indemnity, or replant payment and you will still be required to pay the premium due.
  - (j) You must provide, sign and certify all required reports and you are responsible for the accuracy of all information contained in those reports. You should verify the information on all reports prior to submitting them to us. If you submit information on any report that is different than what is determined to be correct and the information you originally submitted resulted in:
    - (1) A lower insured revenue than the corrected insured revenue, the insured revenue under this policy will remain consistent with the reported information and all revenue will be included as revenue to count; or
    - (2) A higher insured revenue than the corrected insured revenue, the information contained in the Farm Operation Report will be revised to be consistent with the correct

information and your insured revenue will be lowered to the correct amount.

- (k) If we discover you have incorrectly reported any information on your reports for any policy year, corrections may be made if authorized in section 41 but you may be required to provide documentation in subsequent policy years substantiating your reports for those policy years, including, but not limited to, an acreage measurement service at your own expense. If the correction of any misreported information would affect an indemnity, or replant payment that was paid in a prior policy year, the claim will be adjusted and you will be required to repay any overpaid amounts.
- (l) Errors in reporting may be corrected by us at any time we discover the incorrect information unless corrections are authorized in section 41.

**16. Your Whole-Farm History Report and Whole Farm Historic Average Revenue**

- (a) On or before the sales closing date for each policy year, you must provide a completed Whole-Farm History Report and the following documentation:
  - (1) A Schedule F tax form or other farm tax form for each year in your 5-year whole-farm history period, except as provided in section 3(b).
    - (i) If you use a farm tax form that is not the Schedule F, you must complete a Substitute Schedule F;
    - (ii) Your Substitute Schedule F worksheet must contain all information that would appear on a Federal Schedule F tax form and must be sufficient to complete your Allowable Revenue Worksheet.
  - (2) An Allowable Revenue Worksheet for each year in your whole-farm history period; and
  - (3) Other signed tax forms needed to verify your entity information and as requested by us. For example, if your farm includes a disregarded entity for tax purposes, we may request other tax forms to verify the entity information under which your farm taxes were filed.

- (b) If you have five years of farm tax forms in your whole-farm history period, your average allowable revenue will be determined as follows:
  - (1) To calculate your simple average allowable revenue:
    - (i) Sum the allowable revenue from each year in your whole-farm history period; and
    - (ii) Divide the result of subparagraph (i) by 5.
  - (2) If the allowable revenue from any year in your whole farm history period is less than 60 percent of your simple average allowable revenue, you may elect to use 60 percent of your simple average allowable revenue for that year when calculating your average allowable revenue; or
  - (3) You may elect to exclude one of the years in your whole-farm history period when calculating your average allowable revenue.
  - (4) To calculate your average allowable revenue:
    - (i) Sum the allowable revenue from each year in your whole-farm history period, after any applicable adjustments; and
    - (ii) Divide the result of subparagraph (i) by the number of years of farm tax forms in your whole-farm history period, not including any year excluded under paragraph (4) of this subsection.
- (c) If you have less than five years of farm tax forms in your whole farm history period and you are eligible for insurance under this policy as provided by section 3(b)(6) or (7);
  - (1) On or before the sales closing date, you must provide a completed Substitute Schedule F Worksheet and Allowable Revenue Worksheet reflecting the revenue earned by your farm operation during your lag year.
  - (2) If you have four years of tax records in your whole-farm history period your average allowable revenue will be calculated as follows:
    - (i) Sum the allowable revenue from each year in your whole-farm history period;

- (ii) Add to the result of clause (i) the allowable revenue from the Allowable Revenue Worksheet required by section 16(c)(1); and
  - (iii) Divide the result of clause (ii) by 5, or by 4 if you have chosen to exclude a year under paragraph (5) of this subsection.
- (3) If you have three years of tax records in your whole-farm history period your average allowable revenue will be calculated as follows:
- (i) Sum the allowable revenue from each year in your whole-farm history period;
  - (ii) Add to the result of clause (i) the allowable revenue from the Allowable Revenue Worksheet required by section 16(c)(1);
  - (iii) Determine the lowest allowable revenue from the three years of tax records in your whole-farm history period and the allowable revenue from section 16(c)(1);
  - (iv) Add to the result of clause (ii) the result of clause (iii); and
  - (v) Divide the result of clause (iv) by 5, or by 4 if you have chosen to exclude a year under paragraph (5) of this subsection.
- (4) If the allowable revenue from any year in your whole farm history period or your lag year is less than 60 percent of your simple average allowable revenue, you may elect to use 60 percent of your simple average allowable revenue for that year when calculating your average allowable revenue; or
- (5) You may elect to exclude one of the years in your whole-farm history period or lag year when calculating your average allowable revenue.
- (6) You must provide your farm tax forms, and other signed tax forms as requested by us, for your lag year not later than 60 days after they are filed with the IRS.
- (d) If you have five years of farm tax forms in your whole-farm history period (farms eligible for WFRP under section 3(b)(6) or (7) do not qualify for indexing) and the allowable revenue in either of the two most recent tax years in your whole-farm history period is greater than your simple average allowable revenue, you may qualify for indexing:
- (1) To determine the indexed revenue for each year in your whole-farm history period:
- (i) Divide each tax year's allowable revenue by the preceding tax year's allowable revenue, rounding the result to three decimal places, with a maximum set at 1.200, and minimum set at 0.800;
  - (ii) Sum the results of paragraph (i) and divide the total by 4, with a minimum of 1.000 to determine the revenue trend factor;
  - (iii) Raise the revenue trend factor to the sixth power and multiply the result by the allowable revenue of the first year in the whole-farm history period to obtain the indexed revenue for the first year in the whole-farm history period;
  - (iv) Raise the revenue trend factor to the fifth power and multiply the result by the allowable revenue of the second year in the whole-farm history period to obtain the indexed revenue for the second year in the whole-farm history period;
  - (v) Raise the revenue trend factor to the fourth power and multiply the result by the allowable revenue of the third year in the whole-farm history period to obtain the indexed revenue for the third year in the whole-farm history period;
  - (vi) Raise the revenue trend factor to the third power and multiply the result by the allowable revenue of the fourth year in the whole-farm history period to obtain the indexed revenue for the fourth year in the whole-farm history period;
  - (vii) Raise the revenue trend factor to the second power and multiply the result by the allowable revenue of the fifth year in the whole-farm history period to obtain the indexed revenue for the fifth year in the whole-farm history period;

- (2) Sum the indexed revenue from each year and divide the result by 5 to calculate your simple average indexed revenue;
  - (3) If the indexed revenue from any year in your whole farm history period is less than 60 percent of your simple average indexed revenue, you may elect to use 60 percent of your simple average indexed revenue for that year when calculating your indexed average revenue; or
  - (4) You may elect to exclude one of the years in your whole-farm history period when calculating your indexed average revenue.
  - (5) To calculate your indexed average revenue, sum the indexed revenue from each year in your whole-farm history period not excluded under paragraph (4) and divide by the number of such years, not to exceed the highest allowable revenue of any year in your whole-farm history period.
- (f) If you can show us your operation is physically expanding, your expanded operation adjusted revenue will be calculated in accordance with section 49;
- (g) If you purchase, inherit, or lease another person's farm operation you may use their tax returns when completing your Whole Farm History Report, including adding the amounts to your allowable revenue for the particular year, if:
- (1) You obtain control of at least 90 percent of the other person's farm operation, which includes the land and facilities, such as irrigation equipment and systems, greenhouses, and other facilities;
  - (2) For each year of the other person's tax returns that you intend to use, the other person:
    - (i) Had an insurable interest in all commodities produced on the farm operation you obtained;
    - (ii) Filed Federal income taxes for the revenue received from those commodities; and
    - (iii) Is willing to provide all records necessary under this policy including the farm tax forms;
  - (3) On or before the sales closing date, you submit to us:
    - (i) A written request to use the other person's farm tax forms for the specific years;
    - (ii) A copy of the other farm tax forms for each specific year;
    - (iii) Verifiable documentation that:
      - (A) At least 90 percent of the other person's farm operation was obtained by you and added to your farm operation; and
      - (B) The other person whose farm tax forms you wish to use had an insurable interest in all commodities produced on the farm operation you obtained; and
    - (iv) A completed and signed Whole-Farm History Report that represents the combination of your allowable revenue and the allowable revenue for the other person's farm tax forms you wish to use for the applicable years; and
- (4) Within 15 days of our request, you provide:
- (i) Verifiable documentation that supports the revenue on the other person's farm tax forms; and,
  - (ii) Verifiable documentation of all market readiness operations and post-production operations related to the other person's farm operation for the tax year's you wish to use.
- (5) We will not approve the use of another person's tax returns if:
- (i) All requirements in subsection (c) are not met; and
  - (ii) Obtaining the farm operation or the change in person type was done to circumvent any tax law or any program eligibility criteria, including evading ineligibility for program benefits under 7 CFR part 400, subpart U.
- (6) We will notify you whether your request to use another person's farm tax forms is approved or denied within 15 days of receiving all required information.
- (i) If we approve your request, your allowable revenue and the allowable revenue of the other

person will be combined for each applicable year.

- (ii) If we deny your request to use any of the other person's farm tax forms, your Whole-Farm History Report, and all other applicable reports, will be modified to reflect only the approved allowable revenue from your farm tax returns for each applicable year.
- (h) Your whole-farm historic average revenue is equal to the HIGHER of:
  - (1) Your average allowable revenue;
  - (2) Your expanded operation adjusted revenue, if approved; or
  - (3) Your indexed average revenue.
- (i) For the initial policy year, we will notify you if the whole-farm historic average allowable revenue we determine to be correct is less than 95 percent of the whole-farm historic average allowable revenue stated on the Whole-Farm History Report you submitted.
  - (1) If we provide you such notification:
    - (i) You may submit a written request for reconsideration; and
    - (ii) Such requests must be made not later than 30 days after the date we provided such notification.
  - (2) If you do not request reconsideration, we will revise your Whole-Farm History Report to reflect the amount of allowable revenue we determine to be correct for each year in your whole-farm history period.
  - (3) Changes to your Whole-Farm History Report may also result in changes to your Farm Operation Report, resulting approved revenue, insured revenue, and your premium amount.

#### **17. Your Farm Operation Report**

- (a) On or before the sales closing date for each policy year, you must provide a completed Intended Farm Operation Report to include:
  - (1) Detailed information for each intended commodity you plan to produce or purchase for resale on your farm operation during the insurance period. The information should reflect what your farm can reasonably produce given changes in your farm operation, availability of irrigation water supply, damage that

occurred prior to the beginning of the insurance period, or any other changes that may affect your farm in the insured year compared to previous years; and

- (2) Your expected revenue for each intended commodity reported in paragraph (1), with expected yields reflecting the amount of salable production and expected values reflecting the expected sale price by markets where the crop is normally sold as of the date your Intended Farm Operation Report is completed.
- (3) If you have multiple types or practices of an intended commodity that have different values, you should enter the commodity on multiple lines with the appropriate expected values and expected yields (listing one commodity on multiple lines identified with the same commodity code does not alter the number of commodities determined in section 19).
- (4) If your Intended Farm Operation Report shows that your expected revenue from animals and animal products or greenhouse and nursery products is greater than \$2 million, your expected revenue from animals and animal products or nursery and greenhouse products will be capped at \$2 million each. The limits to expected revenue from animals and animal products or nursery and greenhouse products do not apply to aquaculture commodities.
- (b) For the initial policy year, you must report to us any damage that has occurred to any commodity already established on your farm operation at the time you complete your application.
  - (1) Your expected revenue on the Intended Farm Operation Report for these commodities must reflect any reduction in potential revenue for the policy year caused by damage that occurred prior to acceptance of your application.
  - (2) If you grow a perennial commodity, you must complete a Pre-Acceptance Worksheet each year. We may inspect the condition of any perennial commodity, and will inspect any perennial commodity

- damaged prior to the beginning of the insurance period;
- (3) We will make applicable reductions to your Intended Farm Operation Report based on our inspection of any damaged commodities, and our estimate of the effect of these conditions.
- (c) You must complete a Revised Farm Operation Report by the date specified in section 15.
- (1) The information on the Revised Farm Operation Report must reflect any changes you have made to the commodities grown on your farm from what you reported on the Intended Farm Operation Report.
- (2) Your insured revenue, coverage level, commodity count, farm premium rate, and premium will be based on your Revised Farm Operation Report. If your Revised Farm Operation Report shows that:
- (i) Your insured revenue would exceed \$17 million, your insured revenue will be capped at \$17 million and all revenue earned will be considered revenue to count;
- (ii) Your expected revenue from animals and animal products, other than aquaculture commodities, is greater than \$2 million, your expected revenue will be capped at \$2 million of animal and animal products, and all revenue earned will be considered revenue-to-count;
- (iii) Your expected revenue from nursery and greenhouse commodities, other than aquaculture commodities, is greater than \$2 million, your expected revenue will be capped at \$2 million of nursery and greenhouse commodities, and all revenue earned will be considered revenue-to-count;
- (iv) You do not have a minimum two commodity requirement, as determined by the commodity count calculation, for farms with potatoes because this limit is a legislated requirement under section 508(a)(3)(C) of the Act
- your policy will be void and no coverage will be provided;
- (v) Your farm operation includes any revenue from controlled substances, your policy will be void and no coverage will be provided; or
- (vi) Your expected revenue from commodities purchased for resale is greater than 50 percent of your total expected revenue, your expected revenue from commodities purchased for resale will be limited to no more than the amount of expected revenue from commodities you will produce on your farm operation (including expected revenue from commodities lost due to insurable causes) and all revenue earned will be considered revenue-to-count;
- (3) You cannot update your Farm Operation Report after the date the Revised Farm Operation Report is due without our consent.
- (4) Expected values and expected yields used will be in accordance with the section 18 of this policy and will be calculated as of:
- (i) The date the Intended Farm Operation Report is submitted for commodities on the Intended Farm Operation Report;
- (ii) The date the Revised Farm Operation Report is submitted for commodities that are different than those submitted on the Intended Farm Operation Report (expected values will be carried forward from the Intended Farm Operation Report for commodities on the Intended Farm Operation Report);
- (iii) The date of planting for commodities that were planted and reported after the Revised Farm Operation Report date and for which a late revision is allowed by us; or
- (iv) The date the marketing contract becomes effective for commodities produced under a marketing contract for the portion of expected production under

contract (subject to the limitation in section 17(c)(3)).

- (5) If your Intended Farm Operation Report only includes expected revenue from perennial commodities already established on your farm operation and no changes are anticipated, you may complete your Revised Farm Operation Report at the time you provide your Intended Farm Operation Report. You are still required to report any changes that occur within the insurance period, in accordance with section 15(d) of this policy.
  - (6) The source for each expected value and expected yield must be documented in accordance with section 18(f) at the time the expected value is determined in accordance with paragraph (4) of this subsection.
- (d) If you were unable to establish an intended commodity for which you reported expected revenue, or an intended commodity was destroyed prior to reaching maturity and not replanted, 60% of the expected revenue from that commodity may be included as expected revenue on your Revised Farm Operation Report as follows:
- (1) We must be able to verify that your failure to establish the intended commodity, or the destruction of the intended commodity, was due to a natural cause of loss which is covered by this policy;
  - (2) If another commodity was raised to replace the intended commodity lost to a covered cause of loss, the expected revenue from the intended commodity must be offset by the expected revenue of the replacement commodity. For example, if you were unable to plant carrots because the acreage you intended to use was too wet and you later plant lettuce on the acreage, the expected revenue of the lettuce must be subtracted from the expected revenue of the carrots to determine the amount of expected revenue for carrots to include on your Revised Farm Operation Report; and
  - (3) If we can verify the commodity was not established or was destroyed due to an insurable cause, your

commodity count will not be less than the commodity count reported on your Intended Farm Operation Report even if the commodity is replaced.

- (e) If you modify the commodities on your farm operation for reasons other than a covered cause of loss, the changes to your farm operation should be shown on the Revised Farm Operation Report.
  - (1) Any intended commodity you chose not to produce that was included on the Intended Farm Operation Report, will not be shown on the Revised Farm Operation Report.
  - (2) Any intended commodity that was lost to an uninsured cause of loss and was not replaced with another commodity, the expected revenue of the lost commodity will be included in revenue to count.
  - (3) Any intended commodity that was lost to an uninsured cause of loss and another commodity was raised to replace the lost commodity will have the expected revenue of the initial commodity offset by the expected revenue of the replacement commodity.
- (f) You must complete, and submit to us, the Production and Revenue section of the Final Farm Operation Report unless specified otherwise in the Special Provisions:
  - (1) The Production and Revenue section of the Final Farm Operation Report must be completed by the date specified in section 15(g);
  - (2) If the commodity is harvested and not sold, the Final Farm Operation Report should show the amount of production and a price using the expected value sources at the end of the insurance period;
  - (3) If commodity is not harvested, the Final Farm Operation Report should provide an estimate of the production and a price using the expected value sources at the end of the insurance period;
  - (4) This information is used to rate WFRP and is required of all insured's, whether an indemnity is claimed or not; and
  - (5) If this information is not provided you will be limited to a maximum

coverage level of 65 percent the year after the policy year.

**18. Expected Value and Expected Yield**

- (a) Expected values and expected yields to use on the Farm Operation Report will be based on the information reported by you and verified by us at the time the expected value is determined in accordance with section 17(c)(4).
- (b) The price of the commodity is the price that you can expect to receive when the commodity is harvested and based on the following sources, in order of priority:
  - (1) If the commodity is under a marketing contract, the price will be the price contained in the marketing contract (see section 48 for detailed requirements regarding marketing contracts);
  - (2) If the commodity was sold during the current insurance period prior to reporting your Intended Farm Operation Report, the price will be the price you received;
  - (3) The price that we agree best reflects the price you can expect to receive on your farm and for the market where your commodity will be sold, obtained from the most applicable following source for your farm operation (sources under this paragraph do not have an order of priority):
    - (i) Prices reported by the Agricultural Marketing Service including Market News Reports, National Agricultural Statistics Service, Economic Research Service, or other government agency;
    - (ii) The FCIC published price, or other price election used to establish your guarantee for an FCIC reinsured policy, for the area where you normally sell the commodity adjusted for basis where applicable;
    - (iii) Current local, average, cash bid price for the commodity in the area where you normally sell the commodity;
    - (iv) The average price offered by at least two commercial buyers, one selected by you, and one selected by us;
    - (v) Prices from a reliable disinterested third-party source such as a commodity broker, crush district, packer/processor, or marketing cooperative, and that we approve;
    - (vi) The average market price used to calculate NAP payments for the area where you normally sell the commodity (including the direct market price if applicable);
    - (vii) Other price information provided or approved by RMA; or
    - (viii) The average price you received for the three most recent years if we agree no disinterested third-party source specified above will accurately reflect the price of the commodity based on the prices you have received in those three years in the area and market where the commodity will be sold (we may adjust the three-year average to reflect local market trends, in accordance with section 18(e)(3)).
- (c) The expected yield of the commodity is the yield that you can expect to produce on your farm operation under normal growing conditions, as demonstrated by your entire farm operation's production history or other data sources (such as verifiable records from a processor).
  - (1) For commodities that are insured by another FCIC reinsured policy that provides individual yield or actual revenue history coverage in the county where the commodity will be produced, the yield used for the expected yield will be that policy's approved yield, unless:
    - (i) You provide documentation based on your past production practices and any changes to the production practices during the insurance period that we agree demonstrates a higher or lower expected yield; or
    - (ii) You have produced the commodity in years prior to the first year of your whole-farm history period and we agree the years prior to your whole-farm history period do not reflect the yield you can expect to produce

during the insurance period. In this case, you may use only those years after your whole-farm history begins when determining your expected yield.

- (2) For commodities not insured under an individual yield coverage policy that have been produced on your farm operation during your whole farm history period:

- (i) You must provide a completed Yield and Revenue Report for each commodity on or before the sales closing date for commodities reported on your Intended Farm Operation Report or at the time you file your Revised Farm Operation Report for commodities added to your operation after the sales closing date;

(A) The Yield and Revenue Report for each commodity must contain a continuous record of production history of the commodity beginning with the most recent year the commodity was produced on your farm operation, to a maximum of ten years preceding the insurance period with no break in continuity;

(B) If you have less than four continuous years of production history of the commodity on your farm operation, a replacement yield will be included for each missing year determined in accordance with section (c)(3) below;

(C) The expected yield will be the average yield produced on your farm operation based on your production history and any replacement yields if applicable.

- (ii) In addition to section 7(a), you must maintain verifiable records of yield and acreage for all years used to determine the expected yield; and

- (iii) You must provide such verifiable records upon our request. If you are unable to provide verifiable

records for any year you have certified you produced a commodity that would be used to establish your expected value, that commodity will be assigned a zero yield for that year on your Yield and Revenue Report when calculating the average yield.

- (3) For all other commodities, the yield we determine best reflects the amount you can expect to produce during the insurance period obtained from the most applicable following sources for your farm operation:

(i) FCIC published transitional yields in the county or the nearest county with similar agronomic conditions to the county where the commodity will be produced;

(ii) Yields published or used by other USDA programs. For example, yields used to establish coverage under the NAP program administered by FSA; or

(iii) Information provided by participants in the Cooperative Extension System, or a successor organization, that reflects the average yield the commodity can be expected to product in the county. The expected yield cannot be established based on university yield trial data or crop budget reports.

- (4) The yield reported on your Farm Operation Report must reflect:

(i) The yield you can expect to produce on your entire farm operation (If differing yields are expected from different parts of your farm operation a separate line should be used for each or a weighted average used for the entire commodity);

(ii) Any alternate bearing tendencies of the insured commodity;

(iii) Any damage to the commodity that occurred prior to the beginning of the insurance period;

(iv) Any change in practice (e.g., adding drip irrigation, removing

- irrigation, or beginning production of certified organic commodities) or production method used during the insurance period; and
- (v) In the case of perennials, the impact on yield caused by the existence of any disease and the lack of or excessive pruning prior to or during the insurance period.
- (5) Expected yields must be:
- (i) Reasonable, realistic, and consistent with available local agronomic information; and
  - (ii) Supported by verifiable records. In accordance with section 7(c), you are required to provide such verifiable records upon our request.
- (d) The same commodity may have different expected values or expected yields based on types or varieties, markets, planting seasons, or other reasons.
- (e) Expected values must:
- (1) Be reasonable, realistic, and consistent with available local market information;
  - (2) Be supported by verifiable records, or direct marketing sales records for commodities that are direct marketed;
  - (3) Take into account current local markets, cycles, and trends;
  - (4) Exclude post-production operation expenses but may include market readiness operation expenses;
  - (5) For commodities that were purchased for resale, exclude the cost of the commodity; and
  - (6) For vertically integrated operations, be consistent with values obtained from objective sources. Additionally, any post-production operation expenses removed from the values and market readiness operation expenses included in the values must be customary and reasonable and comparable to disinterested third party costs.
- (f) The source for each expected value and expected yield must be noted on the Expected Value and Yield Source Document Certification Worksheet.
- (g) The source used to determine the expected value under subparagraph
- (b)(3) must reflect the price of the commodity:
- (1) During the insurance period and when the commodity will be produced (For example, if the commodity is traded on the futures market (not including specialty types or organic practice) and the price of the commodity on the market is below the price reported by the Agricultural Marketing Service, we will not agree to using the Agricultural Marketing Service price to determine the expected value);
  - (2) In the marketing area where your commodity will be sold (For example, the basis used to determine the price of the commodity (if any) will be your local basis);
  - (3) When the commodity will be harvested (For example, we will not agree to using a source that includes a price premium for storing the commodity after harvest);
  - (4) At the time the expected value is determined in accordance with section 17(c)(4) (For example, if FCIC published a price for the commodity in November which is significantly different from the price you can reasonably expect to receive at harvest at the time you submit your Intended Farm Operation report the following March, we will not agree to using the FCIC published price to determine the expected value);
  - (5) For the amount of the commodity you will produce (For example, if the commodity is under a marketing contract, we will not agree to an expected value based on the contract price for expected production that exceeds the amount of production under contract); and
  - (6) To use the three-year average price, as authorized under section 18(b)(3)(viii), you must provide documentation at the time the expected value of the commodity is determined demonstrating a difference between the price you have received and third-party price sources available for the area and market where the commodity will be sold. The documentation must include a written explanation on how

- you determined the price on your farm operation in each of the three years.
- (h) At any time we determine the price or yield used to establish the expected revenue of a commodity does not reflect the price you could have expected to receive when the crop would be harvested when the expected value was determined in accordance with section 17(c)(4) or the yield you can expect to produce on your farm operation under normal growing conditions we will correct the price or yield used to establish the expected revenue:
- (1) To a price consistent with the amount you can expect to receive for the amount of commodity you will harvest in the market where the commodity will be sold if the price:
    - (i) Includes post-production expenses we determine are not market readiness operations; or
    - (ii) Is significantly different from other prices received for the commodity in the local market where the commodity is sold and you cannot demonstrate the price difference is due to a covered cause of loss (significant in this subparagraph means a difference of at least 10 percent);
  - (2) To a yield consistent with the amount you can expect to produce on your farm operation if the yield you reported was significantly different from other yields in the county where the commodity is produced or your other yields for the crop and you cannot provide a valid agronomic basis for the difference in yields (significant in this paragraph means a difference of at least 10 percent); or
  - (3) To an amount consistent with the practice or production method actually carried out if the price or yield was based on a practice or production method used in previous years.
  - (4) If we determine the error was inadvertent, we will modify the Revised Farm Operation Report to reflect the correct information, and your amount of insurance, premium, and any indemnity will be based on

the modified report, otherwise the provisions in section 15(j) will apply (simply stating the error or omission was inadvertent is not sufficient to prove the error or omission was inadvertent).

- (i) If a price or yield cannot be determined for a commodity because no acceptable price source exists or an expected yield cannot be established, the expected value of the commodity will be zero and all revenue from that commodity will be considered revenue-to-count.
- (j) The expected value of the commodity may be adjusted to reflect any customary charges, such as seed costs or drying expenses, not included in the price source determined to be correct in subsection (b).

#### **19. Your Commodity Count and Qualifying Revenue Threshold**

- (a) Your commodity count is based on the number of commodities on your farm operation, or intended commodities you plan to have on your farm operation, with expected revenue equal to or greater than your qualifying revenue threshold and is used to determine:
  - (1) The diversification discount you will receive to reflect farm diversification;
  - (2) Eligibility for WFRP if you raise potatoes or have commodities with other available revenue coverage; and
  - (3) Your subsidy amount.
- (b) To calculate your qualifying revenue threshold:
  - (1) Determine the number of commodities on your farm operation or intended commodities you plan to have on your farm operation. Each separate commodity code (excluding the combined direct marketing commodity code) on the Farm Operation Report is counted once to determine the number of commodities, regardless of the number of times the commodity code is used;
  - (2) Divide 1.0 by the result of paragraph (1) (round to three decimals);
  - (3) Multiply the result of paragraph (2) by 0.333 (round to three decimals); and
  - (4) Multiply the result of paragraph (3) by the total expected revenue shown on your Farm Operation Report (round

- to whole dollars) to determine your qualifying revenue threshold.
- (c) To determine your commodity count:
- (1) Sum the expected revenue for each individual commodity code;
  - (2) Determine the number of commodities or intended commodities in paragraph (1) that have expected revenue equal to or greater than your qualifying revenue threshold. If one of these commodities is combined direct marketing, count combined direct marketing as two commodities for the purpose of this determination;
  - (3) Sum the expected revenue amounts from the commodities of paragraph (2) and subtract the result from the Total Expected Revenue;

- (4) Divide the result of paragraph (3) by your qualifying revenue threshold to determine the number of additional commodities to count (use whole numbers, do not round); and
- (5) Add the number of commodities from paragraph (2) to the result of paragraph (4) to determine your commodity count.
- (6) Refer to section 17(d)(3) for instructions for commodity count when an intended qualifying commodity is not planted or is destroyed due to insured causes.

## 20. (Reserved)

## Loss Determinations

### 21. Causes of Loss

- (a) This policy provides protection against loss of approved revenue due to unavoidable natural causes that occur during the insurance period such as:
- (1) Adverse weather conditions;
  - (2) Fire;
  - (3) Insects, but not damage due to insufficient or improper application of pest control measures;
  - (4) Plant or animal disease, but not damage due to insufficient or improper application of disease control measures;
  - (5) Earthquake;
  - (6) Volcanic eruption;
  - (7) Failure of the irrigation water supply, if caused by an insured peril that occurs during the insurance period;
  - (8) Wildlife, unless control measures have not been taken; or
  - (9) In accordance with subsections (d) and (e), a decline in the market price.
- (b) If you are a carryover insured, natural causes that occurred during the previous insurance period that cause a loss of revenue for the current insurance period will also be covered, except for declining prices that continue into the current insurance period or for changes due to a reduction of the irrigation water supply that are known, or should be known, at the time the Farm Operation Report is filed.

- (c) This policy will not cover losses due to any of the following causes:
- (1) Negligence, mismanagement, or wrongdoing by you, any member of your family or household, your tenants, employees, or contractors;
  - (2) An act by any person that affects the revenue on the farm operation including but not limited to chemical drift, or fire caused by anything other than a naturally occurring event;
  - (3) Failure to follow recognized good farming practices for each insured commodity;
  - (4) Water that is contained by or within structures that are designed to contain a specific amount of water, such as dams, locks, or reservoir projects, etc., on any acreage when such water stays within the designed limits (For example, a dam is designed to contain water to an elevation of 1,200 feet but you plant a crop on acreage at an elevation of 1,100 feet. A storm causes the water behind the dam to rise to an elevation of 1,200 feet. Under such circumstances, the resulting damage would not be caused by an insurable cause of loss. However, if you planted on acreage that was above 1,200 feet elevation, any damage caused by water that exceeded that

- elevation would be caused by an insurable cause of loss);
- (5) Damage to machinery or equipment;
  - (6) Failure to carry out good irrigation practices for an insured commodity, if applicable;
  - (7) Failure or breakdown of irrigation equipment or facilities; or the inability to prepare the land for irrigation using your established irrigation method unless the failure, breakdown or inability is due to an unavoidable natural cause:
    - (i) You must make all reasonable efforts to restore the equipment or facilities to proper working order within a reasonable amount of time, unless we determine it is not practical to do so; and
    - (ii) Cost will not be considered when determining whether it is practical to restore the equipment or facilities;
  - (8) Theft, mysterious disappearance, or vandalism of an insured commodity;
  - (9) Inability to market the commodities due to quarantine, boycott, or refusal of any person to accept your commodities for any reason other than damage due to an insured cause of loss;
  - (10) Lack of labor to properly care for, harvest or perform any necessary production activities for any insured commodity;
  - (11) Failure to receive payment for produced commodities;
  - (12) Failure to follow the requirements contained in any processor contract;
  - (13) Abandonment;
  - (14) Failure to obtain a price for any commodity that is reflective of the local market value;
  - (15) Deterioration of commodities in storage that reduces the quality or value of the commodity, unless such deterioration is due to an insured cause of loss that occurred before the commodity was harvested; or
  - (16) Loss of expected revenue from the production of a commodity, or a quantity of a commodity, which has not been sold because there is no verifiable market for the commodity or the amount of the commodity

produced exceeds the amount of production that could be expected to be received by the market under normal growing conditions (for example, the producer produces a variety of artichokes in an area where there is no market for that variety of artichokes or the only processor will accept no more than 1000 bushels and producer produces 5000 bushels).

- (d) Decline in local market price will be presumed to be from unavoidable natural causes unless FCIC is able to specifically identify a man-made cause that resulted in a measurable change in the price. In the case of such occurrence, the portion of the loss caused by the man-made event will not be covered.
- (e) For carryover insureds, coverage is provided against loss of revenue due to causes of loss specified in this section that occur during the current or previous insurance period, and market-based fluctuation that causes a loss in revenue for the current policy year in accordance with (d).
- (f) With respect to abandonment in subsection (c)(13);
  - (1) You must comply with the notice requirements of section 22(c) for any commodity you cease to care for.
  - (2) Provided you have met the requirements of section 22(c), a commodity that you have ceased to care for will not be considered abandoned if:
    - (i) An insured cause of loss prevents you from properly caring for, harvesting, or marketing the commodity or causes damage to the commodity to the extent that most producers of the commodity on acreage in the area with similar characteristics would not normally further care for or harvest the commodity; or
    - (ii) You decide not to harvest a commodity due to low market prices, in accordance with section 22(c)(2).

## **22. Your Duties in the Event of Damage or Loss**

- (a) You must provide us with a notice of loss within 72 hours of your initial discovery

that any commodity insured under this policy has been damaged by a cause of loss that could result in a loss of production or reduction in value or that your allowable revenue for the policy year could fall below the insured revenue:

- (1) In the case of damage or loss of production, your notice must specify the damaged commodity and document the cause of loss.
  - (2) If you are not able to market any insured commodity (including refusal of a buyer to accept a commodity) you must provide a notice of loss stating that you are unable to market the commodity and document the reason that you are unable to market the commodity (e.g., quarantine, failure to meet the requirements of a processor contract, etc.).
  - (3) You are not required to report general market fluctuations that are not directly related to the condition or marketability of commodities on your farm operation.
- (b) In case of potential loss of revenue under this policy, you must:
- (1) Protect commodities from further damage by providing sufficient care if the cost of the care will not exceed the value of the commodity (supporting documentation must be provided as requested); and
  - (2) Cooperate with us in the settlement or investigation of your claim, and, as often as we reasonably require:
    - (i) Allow us to inspect damaged acreage or commodities;
    - (ii) Allow us to remove samples and determine the extent of damage;
    - (iii) Provide us with the verifiable records and documents we request and permit us to make copies.
- (c) You must notify us and obtain our consent before you abandon, dispose of, or destroy any damaged or undamaged insured commodities, or sell a commodity for any reason other than its intended purpose or to someone other than a disinterested third party.
- (1) If we do not inspect the insured commodity within 15 days after notification, you may abandon, dispose of, sell, or destroy the

insured commodity without our consent.

- (2) If we determine that expenses associated with the harvest or preparation of a commodity would be greater than the allowable revenue from the sale of the commodity, we will not include the potential revenue of the commodity when determining revenue-to-count if you do not harvest the crop.
- (d) If you fail to comply with any of the notice requirements of this section:
- (1) We will consider any loss on the portion of the commodity (damaged acres or other applicable unit of measure for the commodity) for which you failed to provide notice to be due solely to uninsured causes with the expected revenue of the lost commodity included as revenue-to-count, unless we determine that we have the ability to accurately determine the amount and cause of loss; and
  - (2) You will still be required to pay all premiums owed for your policy, including premium for any portion of the commodity we consider damaged due solely to uninsured causes.

### **23. Our Duties in the Event of Damage or Loss**

- (a) We will recognize and apply the claim adjustment and other procedures established or approved by FCIC.
- (b) We will verify the information on your Whole-Farm History Report, Farm Operation Report, Inventory Report, Beginning and Ending Accounts Receivable Report, and any other supporting information used to complete the Claim for Indemnity Report.
- (c) We will use your farm tax forms for the policy year to calculate your allowable revenue for the policy year on the Allowable Revenue Worksheet. Your allowable revenue will be determined from information on your farm tax forms for the policy year and any additional documentation we require to complete the Allowable Revenue Worksheet.
- (d) If you have complied with all the policy provisions, we will pay your loss within 30 days after:
  - (1) We reach agreement with you;

- (2) Completion of arbitration or appeal proceedings;
  - (3) Completion of any investigation by USDA, if applicable, of your current or past claim for indemnity if no evidence of wrongdoing has been found. (If any evidence of wrongdoing has been discovered, the amount of any indemnity, or replant overpayment as a result of such wrongdoing may be offset from any indemnity owed to you); or
  - (4) The entry of a final judgment by a court of competent jurisdiction.
- (e) In the event we are unable to pay your loss within 30 days, we will give you notice of our intentions within the 30-day period.
- (f) At our discretion, we may defer the adjustment of a loss up to 180 days from the end of the insurance period, as specified in section 25(a), when commodities produced during the insurance period are still in storage, have not been sold, and an accurate local market value is not available at the time the claim is filed. For commodities for which an accurate price cannot yet be determined or are still in controlled atmosphere storage after the 180 days we may at our discretion defer adjustment of the claim until a portion of such production is packed and or processed to determine an accurate value.

#### **24. Replant Payment**

- (a) To be eligible for a replant payment you must notify us of the damaged acreage prior to replanting and:
- (1) The damaged commodity must be an annual plant;
  - (2) Damage to the commodity must be due to an insured cause of loss;
  - (3) We must agree it is practical to replant and give our consent to replant the commodity;
  - (4) The acreage replanted must be at least 20 acres or 20 percent of the insured planted acreage, applied separately to each commodity to be replanted;
  - (5) You must submit verifiable records showing your actual cost of replanting; and
  - (6) We may inspect the acreage prior to making the replant payment.

- (b) The maximum amount of a replant payment will be the lesser of:
  - (1) 20 percent of the expected revenue times your coverage level for the commodity as reported on the Farm Operation Report per acre; or
  - (2) Your actual costs of replanting per acre;
- (c) No replant payment will be made:
  - (1) If we are unable to determine your actual cost of replanting;
  - (2) On acreage on which one replanting payment has been made for the policy year; and
  - (3) For any commodity on your farm operation that is also insured by another FCIC reinsured policy if replant payments are also available under the other policy.

#### **25. Claim for Indemnity**

- (a) You must submit a claim for indemnity declaring the amount of your loss not later than 60 days after the earlier of the date you filed your farm taxes with the IRS or the original date that your farm tax forms for the policy year must be provided to the IRS, as specified by the IRS, except as provided in section 23(f) or 25(a)(3).
- (1) You must have completed and filed your farm taxes with the IRS before you may submit a claim for indemnity.
  - (2) You must file your farm tax forms on or before the first day of the seventh month after the end of the insurance period unless you have requested a Federal tax filing extension.
  - (3) If you have requested a Federal tax filing extension:
    - (i) You must submit a claim for indemnity declaring the amount of your loss not later than 60 days after the earlier of the date you filed your farm taxes with the IRS or final extended tax due date;
    - (ii) Your request for extension must have been filed by the date required by the IRS;
    - (iii) You must provide to us a copy of your request for an extension or a copy of your tax return showing the date signed, or a proof of mailing showing the date the return was filed, or, if required by

- us, you must request that the IRS send us verification of the date the return was filed; and
- (iv) You must file your taxes on or before the final extended tax due date.
- (4) The AIP may defer, at their discretion, the claim adjustment up to 180 days from the end of the insurance period when commodities produced during the insurance period are still in storage.
- (b) With respect to your completed Claim for Indemnity Report:
- (1) You must provide:
    - (i) Your farm tax forms for the policy year, any farm tax amendments applicable to the policy year, and any additional documentation we require to adjust the revenue to complete the Allowable Revenue Worksheet for the policy year;
    - (ii) An Ending Inventory Report;
    - (iii) An Ending Accounts Receivable Report;
    - (iv) Upon our request:
      - (A) Verifiable records that comprise a complete marketing record of each commodity on your farm operation;
      - (B) For commodities that produced less actual revenue than expected revenue, additional verifiable records sufficient to determine the loss of revenue was caused by perils covered under this policy; and
      - (C) The farm tax forms from your whole-farm history period used to establish your Whole-Farm History Report; and
    - (v) Information to complete the Farm Operation Report with final production and revenue information;
  - (2) You must submit to examination under oath, if requested (failure to answer all questions fully and completely, and provide all information we determine necessary for the adjustment of the claim, will result in our determination that no indemnity is due); and
  - (3) If the amount of loss cannot be accurately determined from the information submitted, no indemnity will be paid but premium will still be owed.
- (c) A claim cannot be settled:
- (1) Unless all conditions of subsections (a) and (b) have been met;
  - (2) Until the policy year's farm tax forms are filed with the IRS; and
  - (3) Until indemnities are received, as applicable, from all other FCIC reinsured policies that cover commodities insured under this policy.
- (d) To calculate your revenue-to-count we will:
- (1) Determine your allowable revenue from your farm tax forms for the policy year using the Allowable Revenue Worksheet;
  - (2) Adjust the revenue determined in paragraph (1) by making the following adjustments:
    - (i) Adding or subtracting, as applicable, to paragraph (1) the dollar amount of your ending accounts receivable minus the dollar amount of your beginning accounts receivable (The value will not include the cost of the commodity being valued if you purchased the commodity for resale. For example, if the beginning accounts receivable is \$100 but the cost of the agricultural commodities that sold for \$100 was \$40, only \$60 will be included as beginning accounts receivable);
    - (ii) Adding or subtracting, as applicable, to paragraph (2)(i), for all commodities produced on your farm operation, the value of your ending inventory less the value of your beginning inventory:
      - (A) If the inventory is sold prior to the time your claim is finalized the value of both the beginning and ending inventories will be the actual price received; or

- (B) If the inventory is not sold at the time we finalize your claim, the local market value on the first day of the month in which the claim is finalized will be used, based on the same applicable expected value source used to determine the expected value, as specified in section 18(b); or
  - (C) If the source used to determine the expected value is not available, the value will be based on the source we agree is the most accurate in section 18(b); and
- (iii) Adding or subtracting, as applicable, to paragraph (2)(ii), for all animals and other commodities you purchased for resale, the amount calculated by:
- (A) Determining the expected revenue of your ending inventory on the last day of the insurance period;
  - (B) Subtracting the cost basis of the commodities in the ending inventory from the result of subclause (A);
  - (C) Determining the expected revenue of your beginning inventory on the first day of the insurance period;
  - (D) Subtracting the cost basis of the commodities in the beginning inventory from the result of subclause (C); and
  - (E) Subtracting the result of subclause (D) from the result of subclause (B).
- (3) Add to the result of paragraph (2)(iii) any allowable revenue that was lost because commodities were damaged or destroyed by causes of loss not covered under this policy;
- (4) Add to paragraph (3) the expected revenue of any commodity you abandon;
- (5) Add to the result of paragraph (4) any indemnity received from an FCIC reinsured policy purchased at an additional coverage level which covers commodities insured by this policy, not including replant payments, unless you have elected to exclude such policies from becoming primary insurance (For example, an indemnity from a multiple peril policy covering any commodity also covered under this policy would be included);
- (6) Add to the result of paragraph (5) any expenses which reduced the price you received for a commodity that were not considered when determining the expected value of that commodity, unless we determine that the reduction was due to an insurable cause of loss occurring prior to the harvest or end of insurance on the commodity (for example, if the price you receive for a commodity is reduced due to expenses such as seed costs or drying expenses, but the expected value established for the commodity was not reduced by such expenses, those expenses will be added as revenue-to-count);
- (7) Add to the result of paragraph (6) any net gain from commodity hedging and speculation, not to be less than zero; and
- (8) Add to the result of paragraph (7) any payments for damage to insured commodities that exceed your deductible, as determined in accordance with section 30(d).
- (f) The amount of indemnity will be calculated by:
- (1) Multiplying your approved revenue by your coverage level; and
  - (2) Subtracting your revenue-to-count from the result of paragraph (2) to determine your indemnity.
- For example:  
 Your approved revenue is \$130,000 and you elected a coverage level of 75 percent.  
 Your revenue to count is \$25,000.  
 Your indemnity is calculated as follows:  
 $\$130,000 \times 0.75$  coverage level = \$97,500 (your insured revenue)  
 $\$97,500 - \$25,000$  revenue to count = \$72,500 which is the amount of indemnity paid.
- (g) If the farm tax forms used to determine your indemnity are amended before or up to three years after the claim is settled, or

an IRS audit before or up to three years after the claim is settled indicates the amount of allowable revenue on such forms was incorrect:

- (1) You must notify us and provide a copy of the amended farm tax forms or audit results; and
- (2) We will adjust the amount of any indemnity based on the information

contained in the amended form, or the information found to be correct by the audit, if the amended forms result in a five percent or greater change in your approved revenue or revenue-to-count for the policy year.

**26. (Reserved)**

**27. (Reserved)**

### **Administrative Provisions**

#### **28. Assignment of Indemnity**

- (a) You may assign your right to an indemnity for the policy year only to creditors or other persons to whom you have a financial debt or other monetary obligation. You may be required to provide proof of the debt or other pecuniary obligation before we will accept the assignment of indemnity.
- (b) All assignments must be on our form and must be provided to us. Each assignment form may contain more than one creditor or other person to whom you have a financial debt or other pecuniary obligation.
- (c) Unless you have provided us with a properly executed assignment of indemnity, we will not make any payment to a lienholder or other person to whom you have a financial debt or other pecuniary obligation even if you may have a lien or other assignment recorded elsewhere. Under no circumstances will we be liable:
  - (1) To any lienholder or other person to whom you have a financial debt or other pecuniary obligation where you have failed to include such lienholder or person on a properly executed assignment of indemnity provided to us; or
  - (2) To pay to all lienholders or other persons to whom you have a financial debt or other pecuniary obligation any amount greater than the total amount of indemnity owed under the policy.
- (d) If we have received the properly executed assignment of indemnity form:
  - (1) Only one payment will be issued jointly in the names of all assignees and you; and

- (2) Any assignee will have the right to submit all notices and forms as required by the policy.

- (e) If you have suffered a loss from an insurable cause and fail to file a claim for indemnity within the period specified in section 25 of this policy the assignee may submit the claim for indemnity not later than 30 days after the period for filing a claim has expired. We will honor the terms of the assignment only if we can accurately determine the amount of the claim. However, no action will lie against us for failure to do so.

#### **29. Transfer of Coverage and Right to Indemnity**

You will not be allowed to transfer your coverage to any other person, except in the case of death, disappearance, judicially declared incompetence, or dissolution of an insured person, transfer of coverage may occur in accordance with section 13.

#### **30. Other Insurance and NAP**

- (a) Except as provided in section 9(d), you may obtain other FCIC reinsured policies on your insurable interest of any commodity insured under this policy unless otherwise specified in the Special Provisions.
- (b) Any other FCIC reinsured policy you purchase at an additional coverage level that covers commodities insured under this policy will become the primary insurance and any indemnity payment received from such policy(s) will be included as revenue-to-count under this policy, except:
  - (1) You may elect to exclude all FCIC reinsured policies from becoming primary insurance at the time you complete your application;
  - (2) Such election will apply to all FCIC reinsured policies which cover

- commodities insured under this policy;
- (3) If you elect this exclusion:
- (A) You will not receive an adjustment to your insured revenue for premium calculation purposes under section 14(c); and
- (B) Indemnities from other FCIC reinsured policies will not be considered revenue to count, except as provided in section 30(d).
- (c) Nothing in this section prevents you from obtaining other insurance not authorized under the Act on commodities insured under this policy.
- (d) Any payments you receive from NAP, indemnities you receive from FCIC reinsured policies that you have purchased at the CAT coverage level, or indemnities you receive from policies not authorized under the Act will not be considered revenue to count unless the total of all such payments and indemnities exceeds your deductible under this policy. If you have elected to exclude FCIC reinsured policies from becoming primary insurance under section 30(b)(1), any indemnity received from those policies will also be included in this total. If the total amount of all such payments exceeds your deductible, the excess amount of such payments will be included as revenue to count, determined as follows:
- (1) Sum all payments and indemnities received from NAP, policies purchased at the CAT coverage level, and insurance policies not authorized under the Act that you receive in compensation for damage to commodities insured under this policy;
- (2) If you have elected under section 30(b)(1) to exclude FCIC reinsured policies from becoming primary insurance, add to the result of paragraph (1) the total amount of indemnities received from all such policies that provide coverage for any insured commodity; and
- (3) Subtract your deductible from the result of paragraph (1) or paragraph (2) as applicable to determine the

total dollar amount that will be considered revenue to count.

For example:

Your deductible is \$32,500.

You received a \$30,000 payment from NAP and a \$5,000 indemnity from a policy not authorized under the Act.

The amount included as revenue to count will be calculated as follows:

$\$30,000 + \$5,000 = \$35,000$  (the total amount of payments and indemnities received)

$\$35,000 - \$32,500 = \$2,500$  revenue to count

### 31. Amounts Due Us

- (a) Interest will accrue at the rate of 1.25 percent simple interest per calendar month, on any unpaid amount due us or on any unpaid administrative fees owed to FCIC.
- (1) For the purpose of premium amounts owed to us or administrative fees owed to FCIC, interest will start to accrue on the first day of the month following the premium billing date specified in the actuarial documents, provided a minimum of 30 days have passed from the premium billing date.
- (2) We will collect any unpaid amounts owed to us and any interest owed thereon and any administrative fees and interest owed thereon to FCIC.
- (b) For the purpose of any other amounts due us, such as repayment of indemnities found not to have been earned, interest will start to accrue on the date that notice is issued to you for the collection of the unearned amount.
- (1) Amounts found due under this paragraph will not be charged interest if payment is made within 30 days of issuance of the notice by us.
- (2) The amount will be considered delinquent if not paid within 30 days of the date the notice is issued by us.
- (c) All amounts paid will be applied first to expenses of collection (see subsection (d)), if any, second to the reduction of accrued interest, and then to the reduction of the principal balance.
- (d) If we determine that it is necessary to contract with a collection agency or to employ an attorney to assist in collection,

you agree to pay all of the expenses of collection.

- (e) The portion of the amounts owed by you for FCIC reinsured policies that are owed to FCIC may be collected in part through administrative offset from payments you receive from United States government agencies in accordance with 31 U.S.C. chapter 37. Such amounts include all administrative fees, and the share of the overpaid indemnities and premiums retained by FCIC plus any interest owed thereon.

### **32. Commodities as Payment**

You must not abandon any commodity to us. We will not accept any commodity as compensation for payments due us.

### **33. Mediation, Arbitration, Appeal, Reconsideration, and Administrative and Judicial Review**

- (a) If you and we fail to agree on any determination made by us, except those specified in this section 33(d) or (e), the disagreement may be resolved through mediation in accordance with section 33(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 33(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.

(1) All disputes involving determinations made by us, except those specified in section 33(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.

- (i) Any interpretation by FCIC will be binding in any mediation, arbitration.

- (ii) Failure to obtain, or comply with, any required interpretation from FCIC will result in the nullification of any agreement or award.

- (iii) An interpretation by FCIC of a policy provision is considered a determination that is a matter of general applicability.

- (iv) An interpretation by FCIC of a procedure may be appealed to the National Appeals Division in accordance with 7 CFR part 11.

- (2) Unless the dispute is resolved through mediation, the arbitrator must provide to you and us a written statement describing the issues in dispute, the factual findings, the determinations and the amount and basis for any award and breakdown by claim for any award.

- (i) The statement must also include any amounts awarded for interest.

- (ii) Failure of the arbitrator to provide such written statement will result in the nullification of all determinations of the arbitrator.

- (iii) All agreements reached through settlement, including those resulting from mediation, must be in writing and contain at a minimum a statement of the issues in dispute and the amount of the settlement.

- (b) Regardless of whether mediation is elected:

- (1) The initiation of arbitration proceedings must occur within one year of the date we denied your claim or rendered the determination with which you disagree, whichever is later;

- (2) If you fail to initiate arbitration in accordance with section 33(b)(1) and complete the process, you will not be able to resolve the dispute through judicial review;

- (3) If arbitration has been initiated in accordance with section 33(b)(1) and completed, and judicial review is sought, suit must be filed not later than one year after the date the arbitration decision was rendered; and

- (4) In any suit, 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, an interpretation must be obtained from FCIC in accordance with 7 CFR part 400, subpart X or such other procedures as established by FCIC. Such interpretation will be binding.
- (c) Any decision rendered in arbitration is binding on you and us unless judicial review is sought in accordance with section 33(b)(3). Notwithstanding any provision in the rules of the AAA, you and we have the right to judicial review of any decision rendered in arbitration.
  - (d) With respect to good farming practices:
    - (1) We will make decisions regarding what constitutes a good farming practice and determinations of assigned revenue for uninsured causes for your failure to use good farming practices.
      - (i) If you disagree with our decision of what constitutes a good farming practice, you must request a determination from FCIC of what constitutes a good farming practice in accordance with paragraph (2).
      - (ii) If you disagree with our determination of the amount of assigned revenue, you must use the arbitration or mediation process contained in this section.
      - (iii) You may not sue us for our decisions regarding whether good farming practices were used by you.
    - (2) FCIC will make determinations regarding what constitutes a good farming practice. If you do not agree with any determination made by FCIC:
      - (i) You may request reconsideration by FCIC of this determination in accordance with the reconsideration process established for this purpose and published at 7 CFR part 400, subpart J; or
      - (ii) You may file suit against FCIC.
        - (A) You are not required to request reconsideration from FCIC before filing suit.
        - (B) Any suit must be brought against FCIC in the United States district court for the district in which the insured acreage is located.
        - (C) Suit must be filed against FCIC not later than one year after the date:
          - (1) Of the determination; or
          - (2) Reconsideration is completed if reconsideration was requested under section 33(d)(2)(i).
  - (e) Except as provided in section 33(d) or (i), 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:
    - (1) You may obtain an administrative review in accordance with 7 CFR part 400, subpart J or appeal in accordance with 7 CFR part 11.
      - (i) If you elect to bring suit after completion of any appeal, such suit must be filed against FCIC in the United States district court for the district in which the insured acreage is located not later than one year after the date of the decision rendered in such appeal.
      - (ii) Under no circumstances can you recover any attorney fees or other expenses, or any punitive, compensatory or any other damages from FCIC.
    - (2) You cannot bring an arbitration, mediation, or litigation action against us.
  - (f) In any mediation, arbitration, appeal, administrative review, reconsideration or judicial process, the terms of this policy, the Act, and the regulations published at 7 CFR chapter IV, including the provisions of 7 CFR part 400, subpart P, are binding. Conflicts between this policy and any state or local laws will be resolved in accordance with section 37. If there are conflicts between any rules of the AAA and the provisions of your

policy, the provisions of your policy will control.

- (g) To resolve any dispute through mediation, you and we must both:
  - (1) Agree to mediate the dispute;
  - (2) Agree on a mediator (Once mediation is agreed to, you cannot avoid mediation by failing to agree to a mediator); and
  - (3) Be present or have a designated representative who has authority to settle the case present at the mediation.
- (h) Except as provided in section 33(i), no award or settlement in mediation, arbitration, appeal, administrative review or reconsideration process or judicial review can exceed the amount of insured revenue established or which should have been established under the policy, except for interest awarded in accordance with section 34.
- (i) Any determination made by FCIC that is a matter of general applicability is not subject to administrative review under 7 CFR part 400, subpart J or appeal under 7 CFR part 11. If you want to seek judicial review of any FCIC determination that is a matter of general applicability, you must request a determination of non-appealability from the Director of the National Appeals Division in accordance with 7 CFR 11.6 before seeking judicial review.
- (j) In a judicial review only, you may recover attorney's fees or other expenses, or any punitive, compensatory or any other damages from us only if you obtain a determination from FCIC that we, our agent or loss adjuster failed to comply with the terms of this policy or procedures issued by FCIC and such failure resulted in you receiving a payment in an amount that is less than the amount to which you were entitled. Requests for such a determination should be addressed to the following: USDA/RMA/Deputy Administrator of Compliance/Stop 0806, 1400 Independence Avenue, S.W., Washington DC 20250-0806.

### **34. Interest Limitations**

- (a) We will pay simple interest computed on the net indemnity ultimately found to be due by us or by a final judgment of a court of competent jurisdiction, from and including the 61st day after the date you

sign, date, and submit to us the properly completed claim on our form.

- (b) Interest will be paid only if the reason for our failure to timely pay is NOT due to your failure to provide information or other material necessary for the computation or payment of the indemnity.
- (c) The interest rate will be that established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) and published in the Federal Register semiannually on or about January 1 and July 1 of each year and may vary with each publication.

### **35. Descriptive Headings**

The descriptive headings of the various policy provisions are formulated for convenience only and are not intended to affect the construction or meaning of any of the policy provisions.

### **36. Controlled Substances**

- (a) Although your violation of a number of federal statutes, including the Act, may cause cancellation, termination, or voidance of your insurance contract, you should be specifically aware that your policy will be void if you are determined to be ineligible to receive benefits due to a conviction of the controlled substance provisions of the Food Security Act of 1985 (Pub. L. 99-198).
- (b) Your policy will, as determined by the court, be void if you are convicted under Federal or State law of possession of or trafficking in a controlled substance.
- (c) Controlled substances are not insurable under WFRP and your farm operation will not be eligible for WFRP if you produce any controlled substance, regardless of the legal status of the substance in the state where the commodity will be produced.

### **37. Applicability of State and Local Statutes**

If the provisions of this policy conflict with statutes of the State or locality in which this policy is issued, the policy provisions will prevail. State and local laws and regulations in conflict with federal statutes, this policy, and the applicable regulations do not apply to this policy.

### **38. Concealment, Misrepresentation or Fraud**

- (a) If you have falsely or fraudulently concealed the fact that you are ineligible to receive benefits under the Act or if you or anyone assisting you has intentionally

concealed or misrepresented any material fact relating to this policy:

- (1) This policy will be void; and
  - (2) You may be subject to remedial sanctions in accordance with 7 CFR part 400, subpart R.
- (b) Voidance will be effective on the first day of the insurance period for the policy year in which the act occurred and will not affect the policy for subsequent policy years unless a violation of this section also occurred in such policy years.
- (c) If you willfully and intentionally provide false or inaccurate information to us or FCIC or you fail to comply with a requirement of FCIC, in accordance with 7 CFR part 400, subpart R, FCIC may impose on you:
- (1) A civil fine for each violation in an amount not to exceed the greater of:
    - (i) The amount of the monetary gain obtained as a result of the false or inaccurate information provided or the noncompliance with a requirement of this title; or
    - (ii) \$10,000; and
  - (2) A disqualification for a period of up to 5 years from receiving any monetary or nonmonetary benefit provided under each of the following:
    - (i) Any FCIC reinsured policy;
    - (ii) The Farm Security and Rural Investment Act of 2002 (7 U.S.C. 7333 et seq.);
    - (iii) The Agricultural Act of 1949 (7 U.S.C. 1421 et seq.);
    - (iv) The Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.);
    - (v) The Agricultural Adjustment Act of 1938 (7 U.S.C. 1281 et seq.);
    - (vi) Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.);
    - (vii) The Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.); and
    - (viii) Any federal law that provides assistance to a producer of a commodity affected by a crop loss or a decline in the prices of commodities.

### **39. Multiple Benefits**

- (a) If you are eligible to receive an indemnity under this policy and are also eligible to receive benefits for the same loss under any other USDA program, you may

receive benefits under both programs in accordance with subsection (b), unless specifically limited by the crop insurance contract or by law.

- (b) Any amount received for the same loss from any USDA program, in addition to the crop insurance payment, will not exceed the difference between the crop insurance payment and the actual amount of the loss, unless otherwise provided by law.
- (1) The amount of the actual loss is the difference between the total expected revenue summed for all commodities on the farm operation, without regard to coverage level, before the loss and the total revenue-to-count for all commodities on the farm operation after the loss.
  - (2) If the other program benefits are only available for a single crop or several crops but are less than the entire farm operation, you may be required to provide verifiable records establishing the total expected revenue and the revenue for each commodity for which you are eligible for another benefit.
- (c) FSA or another USDA agency, as applicable, will determine and pay the additional amount due you for any applicable USDA program, after first considering the amount of any crop insurance indemnity.

### **40. Death, Disappearance, Judicial Incompetence, and Dissolution**

- (a) In cases where there has been a death, disappearance, judicially declared incompetence, or dissolution of any insured person:
- (1) If any married insured dies, disappears, or is judicially declared incompetent, the policy will automatically convert to the name of the spouse if:
    - (i) The spouse was included on the policy as having a substantial beneficial interest in the insured; and
    - (ii) The spouse has a share of the farm operation.
  - (2) The provisions in section 40(a)(3) will be applicable only if:
    - (i) Any partner, member, shareholder, etc., of an insured dies, disappears, or is judicially

declared incompetent, and such event automatically dissolves the tax entity; or

- (ii) An individual whose estate is left to a beneficiary other than a spouse or left to the spouse and the criteria in section 40(a)(1) are not met, dies, disappears, or is judicially declared incompetent.
- (3) If section 40(a)(2) applies and the death, disappearance, or judicially declared incompetence occurred:
  - (i) More than 30 days before the cancellation date, the policy is automatically canceled as of the cancellation date and a new application must be submitted; or
  - (ii) Thirty days or less before the cancellation date, or on after the cancellation date, the policy will continue in effect through the policy year immediately following the cancellation date and be automatically canceled as of the cancellation date immediately following the end of the insurance period for the policy year, unless canceled by the cancellation date prior to the start of the insurance period:
    - (A) A new application for insurance must be submitted on or before the sales closing date for coverage for a subsequent policy year; and
    - (B) Any indemnity or replant payment will be paid to the person or persons determined to be beneficially entitled to the payment provided such person or persons comply with all policy provisions and timely pays the premium.
- (b) If any insured tax entity is dissolved for reasons other than death, disappearance, or judicially declared incompetence:
  - (1) Before the cancellation date, the policy is automatically canceled as of the cancellation date and a new application must be submitted; or
  - (2) On or after the cancellation date, the policy will continue in effect through the policy year immediately following

the cancellation date and be automatically canceled as of the cancellation date immediately following the end of the insurance period for the policy year, unless canceled by the cancellation date prior to the start of the insurance period.

- (i) A new application for insurance must be submitted on or before the sales closing date for coverage for the subsequent policy year; and
- (ii) Any indemnity or replant payment will be paid to the person or persons determined to be beneficially entitled to the payment provided such person or persons comply with all policy provisions and timely pay the premium.
- (3) With respect to termination and ineligibility, a remaining member of the insured person or the beneficiary is required to report to us the death, disappearance, judicial incompetence, or other event that causes dissolution of the tax entity not later than the next cancellation date, except if regaining eligibility applies, notice must be provided by the cancellation date for the next policy year.

#### **41. Correction of Errors**

- (a) In addition to any other corrections allowed in your policy and subject to section 41(b), we may correct:
  - (1) Within 60 days after the sales closing date, any incorrect information on your application or provided by the sales closing date, including identification numbers for you and any person with a substantial beneficial interest in you, to ensure that the eligibility information is correct and consistent with information reported by you to any USDA agency;
  - (2) Within 30 days after the Revised Farm Operation Report, information reported to reconcile errors in the information with correct information that has been determined by any USDA agency;
  - (3) Within 30 days of any subsequent correction of data by FSA, erroneous

- information corrected as a result of verification of information; and
- (4) At any time, any incorrect information if the incorrect information was caused by electronic transmission errors by us or errors made by any agency within USDA in transmitting the information provided by you for purposes of other USDA programs.
- (b) Corrections may be made but will not take effect for the current policy year if the correction would allow you to:
- (1) Avoid ineligibility requirements for insurance or obtain a disproportionate benefit under the crop insurance program or any related program administered by the Secretary;
- (2) Obtain, enhance, or increase an insurance guarantee or indemnity if a cause of loss exists or has occurred before any correction has been

- made, or avoid premium owed if no loss is likely to occur; or
- (3) Avoid an obligation or requirement under any Federal or State law.

#### **42. Voided Policies**

- (a) If avoidance of your policy occurs for any reason you must repay any indemnity or replant payment that may have been paid for all applicable policy years;
- (b) Even though the policy is void, you will still be required to pay an amount equal to 20 percent of the premium that you would otherwise be required to pay to offset costs incurred by us in the service of this policy; and
- (c) If you previously paid premium or administrative fees, any amount in excess of the amount required in (b) will be returned to you.

#### **43. (Reserved)**

### **Special Circumstances Organic Commodity Requirements**

#### **44. Organic Commodities**

- (a) Organic prices can be used as expected values for certified organic acreage, and for certified organic animals or animal products.
- (1) You may not use organic prices for commodities that are not certified organic.
- (2) All requirements as published in 7 CFR 205, National Organic Program, must be met in order to be considered a certified organic operation. However, if your farm is not required to have an organic certification because your gross agricultural income from organic sales is \$5,000 or less and you follow all organic standards including having an organic production or handling system plan, you may also use organic prices and your farm will be considered to be certified under this policy.
- (b) By the Revised Farm Operation Reporting date, you must have, for certified organic acreage or organic animals or animal products, a valid certification in effect as shown on the National Organic Program website or you must have a written certification from a

certifying agent (a certificate issued to an operator/tenant may be used to qualify the same acreage for a landlord or other similar arrangement, except as provided in section 44(b)(3)). A certificate issued from the National Organic Program's Organic Integrity Database (or successor certificate reporting tool) is acceptable. The following items are required:

- (1) You must have a current certification if a claim is made. If your farm was certified organic previously but you have not received an updated organic certification, the previous certification may not be used at claim time. If you do not have the appropriate certificate at claim time, your insured revenue will be recalculated without the organic expected values; and
- (2) We will document on the Farm Operation Report which acres and commodities are certified organic. You must be able to provide your organic system plan or information identifying the organic fields, if required by us.
- (3) If you do not have a valid certification by the Revised Farm Operation Reporting date, you must provide

documentation that you have requested, in writing, your certification or organic system plan by the Revised Farm Operation Reporting date.

- (i) Your certificate or organic system plan must be in effect prior to the end of the insurance period.
- (ii) Your acreage will remain insured under the practice you reported on the Revised Farm Operation Reporting date unless you have a loss and do not have a certificate or organic system plan. If you have a loss and do not have a certificate or organic system plan in place at the time the claim is finalized, then the expected value of the commodity will be the expected value of the practice for which the commodity qualifies and any expanded operation factor attributed to

having a valid certification will be revised accordingly.

- (c) If any acreage or animals or animal products qualifies as certified organic, by the Revised Farm Operation Reporting date, and the certification is subsequently surrendered by the farm, suspended, revoked or denied by the certifying agent, during the insurance period, that acreage or animals or animal products will remain insured but the expected value for the acreage or animals or animal products will be recalculated to non-organic expected values because the failure to comply with organic standards is not an insured cause of loss.
- (d) Contamination by application or drift of prohibited substances (non-synthetic or synthetic) onto land on which crops are grown using organic farming practices will not be an insured peril on any certified organic acreage.

### **Post-Production Operations and Added Value**

#### **45. Post-Production Operations and Added Value**

- (a) Revenue from post-production operations including those that add value to the commodity must be adjusted out of farm revenue to determine the allowable revenue.
- (b) Market readiness operations are not required to be removed from allowable revenue.
- (c) Post-production operation adjustments to remove the value and costs of inputs and activities that are post- production costs and value will occur:

- (1) For the allowable revenue, on the Allowable Revenue Worksheet for each year for the Whole-Farm History Report;
- (2) To the expected values used in the Farm Operation Reports (with adjustments noted on the report);
- (3) For the allowable revenue on the Allowable Revenue Worksheet for the policy year to determine any indemnity due;

### **Animals and Animal Products Requirements**

#### **46. Animals and Animal Products**

- (a) Eligibility for insurance for operations with animals and animal products is limited in accordance with section 3.
- (b) Inventory information for animals and animal products must be provided on the Market Animal and Nursery Inventory Report and this report will be provided in addition to the Inventory Report.
- (c) A Market Animal and Nursery Inventory Report must include a complete

inventory of both breeding and market animals.

- (1) The inventory of breeding animals will be kept separate from inventory of the market animals.
- (2) Breeding animals you do not intend to sell, including culls, are not included in insured revenue and the breeding animal inventory will be used to support the number of market animals, and to document culled breeding animals so they can

- be removed from the approved revenue.
- (d) The insured revenue will be based on the revenue produced during the insurance period. Animals and animal products carried over from the previous year will be valued at the beginning of the insurance period and only the value gained during the insurance period will be part of the insured revenue.
  - (e) The animal and animal product beginning inventory will be used to value the animals and animal products at the beginning of the insurance period. "Total value" from the beginning inventory for the commodity must be subtracted from the expected revenue on the Farm Operation Report for the policy year.
  - (f) Animal and animal product inventory adjustments to allowable revenue at the end of the insurance period measure revenue from production for the insurance period and are calculated by:
    - (1) Subtracting the beginning inventory from the ending inventory; and
    - (2) Adding the result, negative or positive, that reflects increases or decreases in inventory values, to the allowable revenue for the policy year.
  - (g) The cost of animals for resale purchased during the insurance period must be removed from the expected revenue on the Farm Operation Report and the ending inventory value on the Market Animal and Nursery Inventory Report.
  - (h) If a commodity on the commodity list in the actuarial documents has multiple expected values for the farm such as cattle having different prices for steers and heifers, separate lines must be entered on the Farm Operation Report for each commodity.
  - (i) The expected value of any animal will not exceed the local market price of the same breed and type being valued.
    - (1) For registered livestock, local market value will be determined by the value of other registered livestock of the same breed and type (for example: weaned heifers, bred heifers, or mature cows) from other livestock producers in the area.
    - (2) If production methods result in variances in prices, the production method, such as grain-fed beef or pasture raised poultry, may also be considered when determining the local market price, if applicable.
  - (j) If your application was accepted and WFRP coverage began and you later make revisions to the amount of animals and animal products on your farm that exceed \$2 million, your revenue from animals and animal products will be capped as provided in section 17(c)(2)(ii) with all allowable revenue included as revenue to count under the WFRP policy. Aquaculture commodities are excluded when calculating the revenue cap for animals and animal products.

## **Nursery Requirements**

### **47. Nursery and Greenhouse Commodities**

- (a) Eligibility for insurance for operations with nursery and greenhouse commodities is limited in accordance with section 3.
- (b) Inventory information for nursery and greenhouse commodities must be provided on the Market Animal and Nursery Inventory Report and this report will be provided in addition to the Inventory Report.
- (c) The inventory must show the plants on hand at the beginning of the insurance period, corresponding expected values, the cost or basis of the plants, and the total value of each plant or category of plant (such as pot sizes).
- (d) The insured revenue will be based on the revenue produced during the insurance period. Plants carried over from the previous year will be valued at the beginning of the insurance period and only the value gained during the insurance period will be part of the insured revenue.
- (e) The nursery and greenhouse beginning inventory will be used to value the nursery and greenhouse commodities at the beginning of the insurance period. "Total value" from the beginning inventory for the commodity must be subtracted from the expected revenue on

the Farm Operation Report for the policy year.

- (f) Nursery and greenhouse inventory adjustments to allowable revenue at the end of the insurance period measure revenue from production for the policy year and are calculated by:
  - (1) Subtracting the beginning inventory from the ending inventory; and
  - (2) Adding the result, negative or positive, that reflects increases or decreases in inventory values, to the allowable revenue for the policy year.
- (g) The cost of plants for resale purchased during the insurance period must be removed from the expected revenue on the Farm Operation Report and the ending inventory value on the Market Animal and Nursery Inventory Report.
- (h) If a commodity on the commodity list in the actuarial documents has multiple

expected values for the farm such as having different prices for different types of plants, separate lines must be entered on the Farm Operation Report for each commodity.

- (i) If your application was accepted and WFRP coverage began and you later make revisions to the amount of nursery and greenhouse commodities on your farm that exceed \$2 million, your revenue from nursery and greenhouse will be capped as provided in section 17(c)(2)(iii) with all allowable revenue included as revenue to count under the WFRP policy. Aquaculture commodities are excluded when calculating the revenue cap for nursery and greenhouse products.
- (j) Trees, shrubs, bushes, and other plants must be grouped according to the genus and container size.

### **Marketing Contract Requirements**

#### **48. Marketing Contracts**

- (a) If you produce a commodity under a marketing contract, the expected value for the portion of the expected production under contract will be the price contained in the marketing contract (see section 18(a)(1)).
- (b) To be considered a marketing contract under WFRP, there must be a written agreement between you and a buyer, containing at a minimum:
  - (1) Your commitment to produce the commodity on your farm operation during the insurance period;
  - (2) Your commitment to deliver the production to the buyer;
  - (3) The buyer's commitment to purchase all of the production stated in the contract; and

(4) A contract price, including a specified price for the commodity or an amount over a base price that will be paid for the production. The contract price is the amount specified without regard to any discount or incentive that may apply.

- (c) Multiple contracts with the same buyer may be reported on separate lines for the commodity or, if they are for the same type of the commodity, can be considered a single marketing contract, with the contract price reported as a weighted average of all the applicable contract prices.
- (d) Contracts that do not meet the requirements of section (b) are not considered marketing contracts for WFRP.

### **Expanded Operations Requirements**

#### **49. Expanded Operations**

- (a) If you can show us your farm operation has physically expanded during the insurance period or lag year by adding production capacity to your farm operation (e.g., by adding land or an addition of a greenhouse), increasing use of existing production capacity (e.g., by double-cropping existing land or beginning production on high density

orchards), or making physical alterations to existing production capacity (e.g., by adding irrigation to existing land or beginning production on certified organic acreage) we may at our discretion approve your farm operation as an expanding operation. (We will not consider crop rotation or planting a higher value commodity without changes to your existing production capacity to be

physical expansion. For example; if you planted more of your existing land to a high value commodity during the insurance period than in previous years but did not otherwise change the production capacity of your farm operation, we will not approve your farm operation as an expanding operation.) If so:

- (1) You must provide verifiable records that we agree are sufficient to determine the amount of revenue an expansion can be expected to generate during the insurance period;
  - (2) We will determine the amount of revenue from the expansion approved for the purpose of determining your expanding operation factor;
  - (3) If more than one expansion is applicable to your farm operation, we will determine the amount of revenue approved for each expansion separately; and
  - (4) If you have also made a physical reduction in your production capacity, we will only consider the net increase in production capacity from the highest amount of production capacity of those years in your whole-farm history period when determining your expanding operation factor. For example, if you have purchased 200 acres this year and you sold 100 acres the previous year, your expanding operation factor will be based on a 100 acre increase in production capacity.
  - (5) If your farm operation is expanding due to adding organic practice production capacity or beginning organic production on existing production capacity converted to an organic practice you may elect to submit only the organic practice expansion for consideration to be approved as an expanding operation. If you do, you may qualify for calculating your expanding operation factor using the organic expansion calculation in section 49(j).
- (b) If your farm operation is expanding during the current insurance period you must provide all required records no later

than the date you are required to submit your Revised Farm Operation Report.

- (c) If an expansion of your farm operation occurred in your lag year:
  - (1) You must provide all required records by the later of the sales closing date or the first day of your insurance period; and
  - (2) We will determine the amount of revenue from the expansion based on information applicable to the insurance period. For example, the expected value for each commodity will be based on the price in the current year, regardless of the price of the commodity at the time the expansion occurred.
- (d) If we have approved your farm operation as an expanding operation and the expansion is not due solely to certified organic sources, your expanding operation factor will be calculated by:
  - (1) Adding the amount of revenue from the physical expansion of your farm operation during the insurance period, as determined by us, to your simple average allowable revenue;
  - (2) Adding to paragraph (1) the amount of revenue from any expansions that occurred in your lag year, as determined by us; and
  - (3) Dividing the result of paragraph (2) by your simple average allowable revenue to determine your expanding operation factor, not to exceed 1.35.
- (e) Your expanded operation adjusted revenue will be your simple average allowable revenue multiplied by your expanding operation factor.
- (f) For perennial crops, beginning production on an orchard (or other unit of land) will not be considered a physical expansion if any revenue from production on that land was generated during your whole-farm history period. The land may be eligible if no revenue was generated during the whole-farm history period, even if the land has been part of your farm operation prior to the whole-farm history period.
- (g) For livestock, an increase in the number of livestock expected to produce revenue in the insurance period with no other changes in facilities or production

capacity will not be considered a physical expansion.

- (h) At any time we determine the information used to establish your expanding operation factor does not reflect the revenue you could have expected to receive when the crop would be harvested when the expanding operation factor was determined we will revise the expanding operation factor to the amount determined to be correct.
- (i) No expanding operation factor can be approved until you have provided documentation verifying that you actually undertook the proposed expansion indicated on your Intended Farm Operation Report in time for it to provide the stated revenue to the farm operation during the insurance period.
- (j) If we have approved your farm operation as an expanding operation and the expansion we approved is due solely to adding production capacity for certified organic commodities or beginning organic production on existing production capacity converted to certified organic

practice, your expanding operation factor will be calculated by:

- (1) Multiplying your simple average allowable revenue by 0.35;
- (2) Determining the greater of the result of (1) or \$500,000;
- (3) Adding your simple average allowable revenue to the result of (2);
- (4) Adding the amount of revenue from the expansion of certified organic production capacity of your farm operation during the insurance period, as determined by us, to your simple average allowable revenue;
- (5) Adding to paragraph (4) the amount of revenue from any certified organic expansions that occurred in your lag year, as determined by us;
- (6) Determining the lesser of the results of paragraph (3) and paragraph (5); and
- (7) Dividing the result of paragraph (6) by your simple average allowable revenue to determine your expanding operation factor.

## Industrial Hemp Requirements

### 50. Industrial Hemp

- (a) Industrial hemp is insurable under this policy only when planted, grown, and harvested in accordance with the regulations governing industrial hemp production on the land the industrial hemp is produced and in accordance with a valid marketing contract:
  - (1) You must comply with all applicable Federal regulations and any applicable state or tribal laws.
  - (2) If your farm operation is mostly located in one state but you produce industrial hemp in another state, you must comply with the regulations of the state where the land on which the hemp is produced is located.
  - (3) In addition to the requirements of section 48, the entity issuing the marketing contract must comply with all requirements of the regulatory plan in place in the location the industrial hemp will be processed and must possess facilities, or have contractual access to facilities, with enough equipment and capacity to

process the amount of industrial hemp contracted.

- (4) Industrial hemp grown without a valid marketing contract is not insurable, even if your farm operation has a marketing contract for a portion of the industrial hemp planted acreage. Any revenue produced from uninsurable hemp acreage will be included as revenue to count.
- (b) If the industrial hemp is produced in a state or tribal territory which has assumed regulatory responsibility for hemp production, you must comply with all requirements and provisions of the regulatory plan of that state or tribe and possess any license required by that plan.
- (c) Industrial hemp must be produced using seed or plant cuttings adapted to the intended use and planting patterns appropriate to the intended use (for example, if planting industrial hemp to be harvested primarily for fiber, the seed must be adapted to fiber production and

the planting pattern must be intended to maximize fiber production).

- (d) Industrial hemp that is unsalable or destroyed due to a delta-9 tetrahydrocannabinol (THC) level that exceeds 0.3 percent will be considered damaged due to uninsurable causes. For the purposes of loss calculation, the revenue to count on such acreage will be

not less than the expected value reported on the Revised Farm Operation Report. You must notify us prior to destroying the industrial hemp, in accordance with section 22(c).

- (e) Industrial hemp is not eligible for replant payments under section 24.

## **Direct Marketed Commodities Requirements**

### **51. Direct Marketed Commodities**

- (a) If your farm operation includes revenue from commodities sold through direct marketing:

- (1) Commodities which are sold both through direct marketing and other marketing channels must have separate entries on your Farm Operation Report for any of the commodities to qualify as sold through direct marketing. If a commodity is sold partially through direct marketing, it must have separate entries on your Farm Operation Report for direct marketing sales and other marketing channels.

- (2) For the purposes of section 18(e)(2) and 22(b)(2) you may use direct marketing sales records for commodities that are sold through direct marketing.

- (3) Upon our request you must provide direct marketing sales records that comprise a complete marketing record of commodities on your farm operation sold through direct marketing.

- (b) You may report two or more commodities sold through direct marketing as combined direct marketing.

- (1) The expected value of combined direct marketing will be based on the per acre expected revenue determined by the previous three-year average of allowable revenue from all commodities reported as combined direct marketing and the acres certified for those same three years, unless:

- (A) Market conditions, commodity mixtures, or structures used to produce commodities on your farm operation have changed

such that the total revenue generated from combined direct marketing is expected to be lower than the three most recent years.

- (B) If (A) applies, the expected value of combined direct marketing will be reduced to reflect market conditions, commodity mixtures, or production capacity for the insurance year.

- (2) Revenue from sources other than insurable commodities (e.g., bottled water or souvenir sales through a farm stand), cost of commodities purchased for resale, and post-production expenses must be removed when determining your expected revenue for combined direct marketing.

- (3) For the purpose of commodity counts in section 19, combined direct marketing will count as two commodities regardless of the number of actual commodities reported as combined direct marketing.

- (4) When providing your direct marketing sales records, you may provide a total value for the commodities reported as combined direct marketing, provided the total reported revenue comprises a complete record of revenue generated from combined direct marketing.

- (5) When completing your Final Farm Operation Report you may provide a total value for the commodities reported as combined direct marketing.

- (6) In lieu of the provisions relating to expected value and expected yield in section 18:

- (A) Individual commodities reported as combined direct marketing are not required to have separate expected values and expected yields; and
  - (B) A Yield and Revenue report is not required for any commodities reported as combined direct marketing (not including portions of those commodities not sold through direct marketing).
- (7) When providing your direct marketing sales records, you must

certify your total planted acres over that same three-year period so an "expected value" per acre can be calculated. You must have acceptable verifiable evidence to support the acres you certify. Upon our request, you must provide those records to us.

**52. (Reserved)**