

REVENUE ASSURANCE FEED BARLEY CROP PROVISIONS

This is a pilot risk management program. This risk management tool will be reinsured under the authority provided by the Federal Crop Insurance Act as amended. If a conflict exists among the policy provisions, the order of priority is as follows: (1) the Special Provisions; (2) these Crop Provisions; and (3) the Basic Provisions with (1) controlling (2), etc.

1. Definitions

Fall harvest price -The price used to value production to count. The fall harvest price is the simple average of the final daily settlement prices in August for the WCE October feed barley futures contract multiplied by 0.02177. This factor converts the WCE price from Canadian dollars per metric ton to Canadian dollars per bushel. To convert into U.S. dollars, multiply the price in Canadian dollars per bushel by the simple average of the final daily settlement prices in August on the September Canadian dollar futures contract on the MERC, using the current U.S./Canadian exchange rate. This price will be released on or before September 5.

Fall harvest price option - A coverage option that allows you to use the greater of the projected harvest price or the fall harvest price to determine your per-acre revenue guarantee. For basic, optional, and enterprise units, this option applies to all insurable acres of feed barley in the county. For the whole-farm unit, this option will apply to all insurable acres of the applicable crops in the county. This option must be selected by the sales closing date and is continuous unless canceled by the crop sales closing date.

Harvest - Combining or threshing the barley for grain. A crop that is swathed prior to combining is not considered harvested.

Local market price - The cash grain price per bushel for the U.S. No. 2 grade of the insured crop offered by buyers in the area in which you normally market the insured crop. The local market price will reflect the maximum limits of quality deficiencies allowable for the U.S. No. 2 grade of the insured crop. Factors not associated with grading under the Official United States Standards for Grain, including but not limited to protein, oil or moisture content, or milling quality will not be considered.

MERC - Chicago Mercantile Exchange.

Nurse crop (companion crop) - A crop planted into the same acreage as another crop, that is intended to be harvested separately, and which is planted to improve growing conditions for the crop with which it is grown.

Prevented planting guarantee - The prevented planting guarantee for such acreage will be the selected percentage of the per-acre revenue guarantee for timely planted acres.

Projected harvest price -The price used to determine the expected per-acre revenue. The projected harvest price is the simple average of the final daily settlement prices in February for the WCE October feed barley futures contract multiplied by 0.02177. This factor converts the WCE price from Canadian dollars per metric ton to Canadian dollars per bushel. To convert into U.S. dollars, multiply the price in Canadian dollars per bushel by the simple average of the final daily settlement prices in February on the September Canadian dollar futures contract on the MERC, using the current U.S./Canadian

exchange rate. The projected harvest price will be released on or before March 5 of the current crop year.

Swathed - Severance of the stem and grain head from the ground and placing into windrows without removal of the seed from the head.

WCE - Winnipeg Commodity Exchange.

2. Contract Changes

In accordance with section 5 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date.

3. Cancellation and Termination Dates

In accordance with section 3 of the Basic Provisions, the cancellation and termination dates are March 15.

4. Annual Premium

In addition to the provisions of section 8 of the Basic Provisions, your per-acre premium on a unit is determined using the premium calculator. Your per-acre premiums will differ by crop and unit structure.

(a) Basic unit: The annual premium for a basic unit equals the per-acre premium, times the number of insured acres in the unit, times your share.

(b) Optional unit: The annual premium for an optional unit equals the per-acre premium, times an optional unit surcharge factor, times the number of insured acres in the optional unit, times your share. The optional unit surcharge factor is 1.10.

(c) Enterprise unit: The per-acre premium decreases as the number of legally defined sections on which you have insured acreage increases up to a maximum of 10 sections. The annual premium for an enterprise unit equals the per-acre premium, times the number of insured acres in the unit, times your share.

(d) Whole-farm unit: The annual premium for a whole-farm unit equals the per-acre premium, times the number of insured acres in the unit, times your share. The insured per-acre premium decreases as the number of legally defined sections on which you have insured acreage increases up to a maximum of 10 sections. The per-acre premium also depends on the proportion of insured crop acres on the unit. For example, if the unit contains corn, soybeans, and barley, the per-acre premium will depend on the ratio of corn to soybean insured acres, the ratio of corn to barley insured acres, and the ratio of soybean to barley insured acres.

5. Insured Crop

In accordance with section 9 of the Basic Provisions, the crop insured will be all the feed barley in the county for which a premium rate is provided by the premium calculator:

(a) In which you have a share;

(b) That is planted for harvest as grain; and

(c) That is not (unless allowed by the Special Provisions):

(1) Interplanted with another crop;

(2) Planted into an established grass or legume; or

- (3) Planted as a nurse crop, unless planted as a nurse crop for new forage seeding, but only if seeded at a normal rate and intended for harvest as grain.

6. Insurable Acreage

In addition to the provisions of section 10 of the Basic Provisions, any acreage of the insured crop damaged before the final planting date, to the extent that a majority of producers in the area would not normally further care for the crop, must be replanted unless we agree that it is not practical to replant.

7. Insurance Period

In accordance with the provisions of section 12 of the Basic Provisions, the calendar date for the end of the insurance period is October 31 immediately following planting.

8. Causes of Loss

In accordance with the provisions of section 13 of the Basic Provisions, insurance is provided only against the following causes of loss which occur within the insurance period that results in an unavoidable loss of revenue.

- (a) Adverse weather conditions;
- (b) Fire;
- (c) Insects, but not damage due to insufficient or improper application of pest control measures;
- (d) Plant disease, but not damage due to insufficient or improper application of disease control measures;
- (e) Wildlife;
- (f) Earthquake;
- (g) Volcanic eruption;
- (h) Failure of the irrigation water supply if due to a cause of loss contained in sections 8(a) through (g) occurring within the insurance period; or
- (i) A decline in the fall harvest price below the projected harvest price.

9. Replanting Payment.

(a) In accordance with section 14 of the Basic Provisions:

- (1) A replanting payment for barley is allowed if the barley is damaged by an insurable cause of loss to the extent that the remaining stand will not produce at least 90 percent of the per-acre revenue guarantee for the acreage and it is practical to replant. The projected harvest price is used to determine if 90 percent of the per-acre revenue guarantee can be achieved.
- (2) The maximum amount of the replanting payment per acre will be your insured share multiplied by the lesser of 20 percent of the per-acre revenue guarantee based on the projected harvest price or an amount equal to 3 bushels times the projected harvest price.

(b) When barley is replanted using a practice that is uninsurable as an original planting, the per-acre revenue guarantee based on the projected harvest price will be reduced by the amount of the replanting payment which is attributable to your share. The premium amount will not be reduced.

10. Duties In The Event of Damage or Loss

In accordance with your duties under section 15 of the Basic Provisions, if you initially discover damage to the feed barley within 15 days of, or during harvest, you must leave representative samples of the unharvested feed barley for our inspection. The samples must be at least

10 feet wide and the entire length of each field in the unit, and must not be harvested or destroyed until the earlier of our inspection or 15 days after harvest of the balance of the unit is completed.

11. Settlement of Claim

(a) We will determine your loss on a unit basis. In the event you are unable to provide separate acceptable production records:

- (1) For any optional units, we will combine all optional units for which such production records were not provided; or
- (2) For any basic unit, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for the units.

(b) In the event of loss or damage covered by this policy, we will settle your claim using the following procedures:

- (1) Basic and Optional units: We will settle your claim on each basic or optional unit by:
 - (i) Multiplying the per-acre revenue guarantee by the number of insured acres in the unit;
 - (ii) Multiplying the fall harvest price by production to count for each unit (see sections 11(c) through (e));
 - (iii) Subtracting the result of section 11(b)(1)(ii) from the result of section 11(b)(1)(i); and
 - (iv) Multiplying the results of section 11(b)(2)(iii) by your share.

If the result of section 11(b)(1)(iv) is greater than zero, an indemnity equal to that result will be paid to you. If the result of section 11(b)(1)(iv) is less than or equal to zero, no indemnity will be paid.

- (2) Enterprise units: We will settle your claim on an enterprise unit by:
 - (i) Multiplying the per-acre revenue guarantee by the number of insured acres in the enterprise unit;
 - (ii) Multiplying the fall harvest price by the production to count for the enterprise unit;
 - (iii) Subtracting the result of section 11(b)(2)(ii) from the result of section 11(b)(2)(i); and
 - (iv) Multiplying the result of section 11(b)(2)(iii) by your share.

If the result of section 11(b)(2)(iv) is greater than zero, an indemnity equal to that result will be paid to you. If the result is less than or equal to zero, no indemnity will be paid.

- (3) Whole-farm units: We will settle your claim on a whole-farm unit by:
 - (i) Multiplying the per-acre revenue guarantee for each crop by the number of insured acres planted to each crop;
 - (ii) Totaling the results of section 11(b)(3)(i);
 - (iii) Multiplying the fall harvest price for each crop by the production to count for each crop;
 - (iv) Totaling the results of section 11(b)(3)(iii);
 - (v) Subtracting the result of section 11(b)(3)(iv) from the result of section 11(b)(3)(ii); and
 - (vi) Multiplying the result of section 11(b)(3)(v) by your share.

If the result of section 11(b)(2)(vi) is greater than

zero, an indemnity equal to that result will be paid to you. If the result is less than or equal to zero, no indemnity will be paid.

(c) The total production to count (in bushels) from all insurable acreage on the unit will include:

(1) All appraised production as follows:

(i) Not less than the per-acre revenue guarantee will be used for such acreage:

- (A) That is abandoned;
- (B) That is put to another use without our consent;
- (C) That is damaged solely by uninsured causes; or
- (D) For which you fail to provide acceptable production records;

(ii) Production lost due to uninsured causes;

(iii) Unharvested production (mature unharvested production may be adjusted for quality deficiencies and excess moisture in accordance with section 11(d)); and

(iv) Potential production on insured acreage you intend to put to another use or abandon, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end when you put the acreage to another use or abandon the crop. If agreement on the appraised amount of production is not reached:

(A) If you do not elect to continue to care for the crop, we may give you consent to put the acreage to another use if you agree to leave intact, and provide sufficient care for, representative samples of the crop in locations acceptable to us (The amount of production to count for such acreage will be based on the harvested production or appraisals from the samples at the time harvest should have occurred. If you do not leave the required samples intact, or you fail to provide sufficient care for the samples, our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of production to count); or

(B) If you elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested production, or our reappraisal if additional damage occurs and the crop is not harvested; and

(2) All harvested production from the insurable acreage.

(d) Mature barley production may be adjusted for excess moisture and quality deficiencies. If moisture adjustment is applicable it will be made prior to any adjustment for quality.

(1) Production will be reduced by 0.12 percent for each 0.1 percentage point of moisture in excess of 14.5 percent. We may obtain samples of the production to determine the moisture content.

(2) Production will be eligible for quality adjustment

if:

- (i) Deficiencies in quality, in accordance with the Official United States Standards for Grain, result in barley not meeting the grade requirements for U.S. No. 4 (grades U.S. No. 5 or worse) because of test weight, percentage of sound barley (heat-damaged kernels will be considered to be sound barley), damaged kernels (heat-damaged kernels will not be considered to be damaged), thin barley, black barley, a musty, sour, or commercially objectional foreign odor (except smut or garlic odor), or grading blighted, smutty, garlicky or ergoty;
- (ii) Substances or conditions are present, including mycotoxins, that are identified by the Food and Drug Administration or other public health organizations of the United States as being injurious to human or animal health.

(3) Quality will be a factor in determining your loss only if:

(i) The deficiencies, substances, or conditions resulted from a cause of loss against which insurance is provided under these crop provisions, and which occurs within the insurance period.

(ii) All determinations of these deficiencies, substances, or conditions are made using samples of the production obtained by us or by a disinterested third party approved by us; and

(iii) The samples are analyzed by a grader licensed to grade barley under the authority of the United States Grain Standards Act or the United States Warehouse Act with regard to deficiencies in quality, or by a laboratory approved by us with regard to substances or conditions injurious to human or animal health. Test weight for quality adjustment purposes may be determined by our loss adjuster.

(4) The barley eligible for quality adjustment, as specified in sections 11(d)(2) and (3), will be reduced by the quality adjustment factor contained in the Special Provisions.

(e) Any production harvested from plants growing in the barley may be counted as production of barley on a weight basis.

12. Prevented Planting.

Your prevented planting coverage will be 60 percent of your per-acre revenue guarantee for timely planted acreage. You may increase your prevented planting coverage to a level specified in the actuarial documents by paying an additional premium.