

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
PILOT MINT CROP PROVISIONS



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

1. Definitions.

Adequate stand - A population of live mint plants that equals or exceeds the minimum required number of plants or percentage of ground cover, as specified in the Special Provisions.

Appraisal - A method of determining potential production by harvesting and distilling a representative sample of the mint crop.

Cover crop - A small grain crop seeded into mint acreage to reduce soil erosion and wind damage.

Crop year - In lieu of the definition in the Basic Provisions, the period from the date insurance begins until harvest is normally completed, that is designated by the calendar year in which the mint is normally harvested.

Cutting - Severance of the upper part of the mint plant from its stalk and roots.

Distillation - A process of extracting mint oil from harvested mint plants by heating and condensing.

Existing mint - Acreage planted and intended for harvest during a previous crop year.

Ground cover - Mint plants, including mint foliage and stolons, grown on insured acreage.

Harvest - Removal of mint from the windrow.

Mint - Planted perennial spearmint or peppermint, of the family Labiatae and the genus *Mentha*, grown for distillation of mint oil.

Mint oil - Oil produced by the distillation of harvested mint plants.

New mint - Acreage planted and intended for harvest for the first time.

Planted acreage - In addition to the definition in the Basic Provisions, land in which mint stolons have been placed in a manner appropriate for the planting method and at the correct depth into a seedbed that has been properly prepared.

Pound - 16 ounces avoirdupois.

Type - Peppermint and spearmint.

2. Unit Division.

A basic unit, as defined in section 1 of the Basic Provisions, will also include all acreage of the insured crop in the county for each type designated in the Special Provisions.

3. Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities.

(a) In addition to the requirements of section 3 of the Basic Provisions, you may only select one price election for all the mint in the county insured under this policy unless the Special Provisions provide different price elections by type, in which case you may only select one price election for each type designated in the Special Provisions. The price elections you choose for each type must have the

same percentage relationship to the maximum price offered by us for each type. For example, if you choose 100 percent of the maximum price election for one specific type, you must also choose 100 percent of the maximum price election for other types.

(b) In addition to the provisions in section 3(c) of the Basic Provisions, you must report:

(1) The total oil production harvested and distilled from insurable acreage for all cuttings for each optional unit;

(2) Any damage to or removal of mint plants or stolons; stand age; change in practices; or any other circumstance that may reduce the expected yield below the yield upon which the insurance guarantee is based, and the number of affected acres;

(3) The date existing mint acreage was planted;

(4) The date new mint acreage was initially planted; and

(5) The type of mint.

(c) If you fail to notify us of any circumstance that may reduce your yields or insurable acres from previous levels, we will reduce your production guarantee and insurable acres at any time we become aware of the circumstance based on our estimate of the effect of damage to or removal of mint plants or stolons; stand age; change in practices; and any other circumstance that may affect the yield potential or insurable acres of the insured crop.

4. Contract Changes.

In accordance with section 4 of the Basic Provisions, the contract change date is June 30 preceding the cancellation date.

5. Cancellation and Termination Dates.

In accordance with section 2 of the Basic Provisions, the cancellation date is September 30 and the termination date is November 30. If your policy is terminated after insurance has attached for the subsequent crop year, coverage will be deemed to not have attached to the acreage for the subsequent crop year.

6. Insured Crop.

(a) In accordance with the provisions of section 8 of the Basic Provisions, the crop insured will be all mint types in the county for which a premium rate is provided by the actuarial documents:

(1) In which you have a share;

(2) That are planted for harvest and distillation as mint oil;

(3) That have an adequate stand by the date coverage begins; and

(4) That have been:

- (i) Inspected and accepted by us for the first crop year you are insured; or
 - (ii) Certified by you as having an adequate stand by the date coverage begins after the first crop year you are insured.
- (b) In lieu of the provisions of section 8 of the Basic Provisions that prohibit insurance of a second crop harvested following the same crop in the same crop year, multiple harvests of mint on the same acreage will be considered as one mint crop.
- (c) In addition to the coverages provided in these Crop Provisions, you may also elect the Winter Coverage Option, which provides coverage for mint that is damaged after the date coverage ends in the fall and before the date coverage begins in the spring. Coverage under this option will be effective only if you elect the option by September 30.

7. Insurable Acreage.

- (a) Mint interplanted with a cover crop will not be considered interplanted for the purposes of section 9 of the Basic Provisions if the cover crop is destroyed prior to its maturity and is not harvested as grain.
- (b) In addition to the provisions of section 9 of the Basic Provisions, we will not insure any acreage that:
- (1) Does not meet the rotation requirements contained in the Special Provisions; or
 - (2) Exceeds the age limitations for existing mint contained in the Special Provisions.

8. Insurance Period.

In lieu of the provisions of section 11 of the Basic Provisions:

- (a) Coverage begins on each unit or part of a unit for acreage with an adequate stand on the calendar dates listed below:

<u>State</u>	<u>Date</u>
Indiana	June 1
Montana	June 16
Washington	May 16
Wisconsin	June 16

- (b) Coverage ends for each unit or part of a unit at the earliest of:
- (1) Total destruction of the insured crop on the unit;
 - (2) Final adjustment of a loss on a unit;
 - (3) Final harvest;
 - (4) Abandonment of the crop on the unit; or
 - (5) The calendar dates listed below:

<u>State</u>	<u>Date</u>
Indiana	September 30.
Montana	October 15.
Washington	October 31.
Wisconsin	September 30.

9. Causes of Loss.

- (a) In accordance with the provisions of section 12 of the Basic Provisions, insurance is provided only against the following causes of loss that occur during the insurance period:
- (1) Adverse weather conditions;
 - (2) Fire;
 - (3) Insects, but not damage due to insufficient or

- improper application of pest control measures;
- (4) Plant disease (except Verticillium Wilt disease), but not damage due to insufficient or improper application of disease control measures;
- (5) Wildlife;
- (6) Earthquake;
- (7) Volcanic eruption; or
- (8) Failure of the irrigation water supply, if caused by an insured cause of loss listed in sections 9(a)(1) through (7) that occurs during the insurance period.

- (b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure against any loss of production that:
- (1) Occurs after harvest; or
 - (2) Is due to your failure to distill the crop, unless such failure is due to actual physical damage caused by an insured cause of loss that occurs during the insurance period; or
 - (3) Is due to Verticillium Wilt disease.

10. Duties In The Event of Damage or Loss.

In addition to your duties contained in section 14 of the Basic Provisions, if you discover that any insured mint is damaged, or if you intend to claim an indemnity on any unit:

- (a) You must give us notice of probable loss at least 15 days before the beginning of any cutting or immediately if probable loss is discovered after cutting has begun or when cutting should have begun; and
- (b) You must timely harvest and completely distill a sample of the crop on any acreage you do not intend to harvest, as designated by us, to determine if an indemnity is due.

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 units, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for the units.
- (b) We may defer appraisals until the crop reaches maturity or the date mint harvest is general in the area.
- (c) In the event of loss or damage covered by this policy, we will settle your claim by:
 - (1) Multiplying the insured acreage by its respective production guarantee;
 - (2) Multiplying the result of section 11(c)(1) by the price election;
 - (3) Multiplying the total production to be counted (see section 11(d)) by the price election;
 - (4) Subtracting the total in section 11(c)(3) from the total in section 11(c)(2); and
 - (5) Multiplying the result in section 11(c)(4) by your share.

For example:

Assume that you have a 100 percent share in 100 acres of mint in the unit, with a guarantee of 50 pounds of oil per acre and a price election of \$12 per pound. Because an insured cause of loss has reduced production, you only harvest and distill 2,500 pounds of oil. Your indemnity would be calculated as follows:

- (1) 100 acres x 50 pounds = 5,000 pound guarantee;
 - (2) 5,000 pound guarantee x \$12 price election = \$60,000 value of guarantee;
 - (3) 2,500 pounds production to count x \$12 price election = \$30,000 value of production to count;
 - (4) \$60,000 - \$30,000 = \$30,000 loss; and
 - (5) \$30,000 x 100 percent share = \$30,000 indemnity payment.
- (d) The total production to count (in pounds of oil) from all insurable acreage on the unit will include:
- (1) All appraised production as follows:
 - (i) Not less than the production guarantee per acre for acreage:
 - (A) That is abandoned;
 - (B) That is put to another use without our consent;
 - (C) For which you fail to meet the requirements contained in section 10;
 - (D) That is damaged solely by uninsured causes; or
 - (E) For which you fail to provide production records that are acceptable to us;
 - (ii) All production lost due to uninsured causes;
 - (iii) All unharvested production;
 - (iv) All potential production on insured acreage that you intend to put to another use or abandon with our consent.
 - (A) If you do not elect to continue to care for the crop, we may give you our 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 fail to provide sufficient care for the samples, the amount of production to count will be not less than the production guarantee per acre); 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 the appraised production at the time the crop reaches maturity; and

(2) All harvested production from the insurable acreage.

- (e) Harvested production must be distilled to determine production to count.
- (f) Any oil distilled from plants growing in the mint will be counted as mint oil on a weight basis.
- (g) You are responsible for the cost of distilling samples for loss adjustment purposes.

12. Late and Prevented Planting.

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

13. Written Agreements.

The written agreement provisions in the Basic Provisions are not applicable.

14. Winter Coverage Option

(a) The provisions of this option are continuous and will be attached to and made part of your insurance policy, if:

- (1) You elect The Winter Coverage Option on your application, or on a form approved by us, on or before the fall sales closing date for the crop year in which you wish to insure mint under this option, and pay the additional premium indicated in the actuarial documents for this optional coverage; and
 - (2) You have not elected coverage under the Catastrophic Risk Protection Endorsement.
- (b) This option provides a guarantee equal to 60 percent of the guarantee determined under section 3 of these Crop Provisions.
- (c) If you elect this option, all of the insurable acreage in the county will be insured by this option.
- (d) In addition to the requirements of section 6 of the Basic Provisions, any acreage of new mint planted after the applicable acreage reporting date must be reported to us no later than two weeks after planting.
- (e) In lieu of section 6(a) of these Crop Provisions, the crop insured will be all types in the county for which a premium rate is provided by the actuarial documents:
- (1) In which you have a share;
 - (2) That are planted for harvest and distillation as mint oil;
 - (3) That have an adequate stand by the date coverage begins, if an existing stand of mint;
 - (4) With respect to new mint acreage, that are planted by the spring final planting date applicable to these Crop Provisions without Winter Coverage Option coverage;
 - (5) That have been inspected and accepted by us for the first crop year you are insured. (If we have not notified you by November 15 that any acreage that we inspect is not insurable, coverage will be deemed to have attached to that acreage);
 - (6) That have been certified by you as having an adequate stand by the date coverage begins after the first crop year you are insured for existing stands of mint; or
 - (7) That have been certified by you within two weeks

of planting new mint, as planted by the spring final planting date applicable to these Crop Provisions without Winter Coverage Option coverage.

- (f) Coverage under this option begins:
(1) On existing mint acreage with an adequate stand at 12:01 a.m. on the calendar dates listed below:

<u>State</u>	<u>Date</u>
Indiana	October 1.
Montana	October 16.
Washington	November 1.
Wisconsin	October 1.

- (2) On new mint acreage, on the later of the date the crop is planted (provided the acreage is planted on or before the spring final planting date applicable to these crop provisions without Winter Coverage Option coverage) or the date we accept your application.

- (g) Coverage under this option ends at 11:59 p.m. on the calendar dates listed below, on the unit or part of the unit:

<u>State</u>	<u>Date</u>
Indiana	May 31.
Montana	June 15.
Washington	May 15.
Wisconsin	June 15.

- (h) In lieu of section 10 of these Crop Provisions, you must give notice of probable loss within 72 hours after you discover any insured mint is damaged and does not have an adequate stand, but no later than the date coverage ends for this option.

- (i) In addition to section 11(a) of these Crop Provisions, we will determine your loss for each unit on an acre basis. A payment for this option may be made if a loss of adequate stand occurs because of an insurable cause and is at least the lesser of 20 acres or 20 percent of insurable planted acres in the unit.

- (j) In lieu of section 11(b) of these Crop Provisions, we may defer appraisals until the date coverage ends under this option.

- (k) In lieu of section 11(c) of these crop provisions, in the event of loss or damage covered by this policy, we will settle your claim by:

- (1) Multiplying 60 percent by your production guarantee per acre;
- (2) Multiplying the result in 14(k)(1) by the number of acres that do not have an adequate stand;
- (3) Multiplying the result in 14(k)(2) by the price election; and
- (4) Multiplying the result in section 14(k)(3) by your share.

For example:

Assume that you have a 100 percent share in 100 acres of mint with a guarantee of 50 pounds of oil per acre and a price election of \$12 per pound. Also assume that you do not have an adequate stand on 50 acres by the date coverage ends for this option because an insured cause has damaged the stand. Your payment for this option would be calculated as follows:

- (1) 60 percent x 50 pound guarantee = 30 pound guarantee per acre
- (2) 30 pound guarantee per acre x 50 acres without an adequate stand = 1,500 pounds
- (3) 1,500 pounds x \$12 price election = \$18,000
- (4) \$18,000 x 100 percent share = \$18,000

- (l) In lieu of section 11(d) of these Crop Provisions, the population of live mint plants to be counted from insurable acreage on the unit will be not less than the population of live mint plants in an adequate stand for acreage:

- (1) That is abandoned;
- (2) That is put to another use without our consent;
- (3) For which you fail to meet the requirements contained in section 14(h); or
- (4) That is damaged solely by uninsured causes.

- (m) Acreage for which a payment has been made under this option is no longer insurable under the Crop Provisions for the current crop year. Any mint production subsequently harvested from uninsured acreage for the crop year and not kept separate from production from insured acreage will be considered production to count.

- (n) Sections 11(e), (f), and (g) of these Crop Provisions do not apply to this option.