

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
HYBRID SWEET CORN SEED (PILOT) CROP PROVISIONS



1. **Definitions.**

Adjusted yield – An amount determined by multiplying the county yield by the coverage level factor.

Amount of insurance per acre – A dollar amount determined by multiplying the adjusted yield by the price election you select and subtracting any minimum guaranteed payment, not to exceed the total compensation specified in the hybrid sweet corn seed processor contract. If your hybrid seed corn processor contract contains a minimum guaranteed payment stated in bushels, we will convert that value to dollars by multiplying it by the price election you selected.

Approved yield – In lieu of the definition contained in the Basic Provisions, an amount FCIC determines to be representative of the yield, after conditioning, that the hybrid sweet corn seed parent plants are expected to produce when grown under a specific production practice. FCIC will establish the approved yield based upon records provided by the seed company and other information it deems appropriate.

Bushel – Fifty-six pounds avoirdupois of shelled field corn, 70 pounds avoirdupois of field ear corn, or the number of pounds determined under the seed company's normal conversion chart when that chart is used to determine the approved yield and the claim for indemnity.

Certified seed test – A warm germination test on clean seed according to specifications of the "Rules for Testing Seeds" of the Association of Official Seed Analysts.

Clean seed – Hybrid sweet corn seed which has been conditioned by the processor.

Commercial hybrid sweet corn seed – The offspring produced by crossing a male and female parent plant, each having a different genetic character. This offspring is the product intended for use by a grower to produce a commercial crop of sweet corn.

Condition – A process to remove the husk, chaff, immature and undersized seeds, weed seeds, inert matter, other crop seeds, and other materials from the field-run production to the extent such removal is possible and subsequently drying the hybrid sweet corn seed.

County yield – An amount contained in the actuarial documents that is established by FCIC to represent the yield that a producer of hybrid sweet corn seed would be expected to produce if the acreage had been planted to commercial field corn.

Coverage level factor – A factor contained in the Special Provisions to adjust the county yield for

commercial corn to reflect the higher value of hybrid sweet corn seed.

Dollar value per bushel – An amount that determines the value of any seed production to count. It is determined by dividing the amount of insurance per acre by the result of multiplying the approved yield by the coverage level percentage, expressed as a decimal.

Female parent plants – Sweet corn plants that are grown for the purpose of producing commercial hybrid sweet corn seed and have had the stamens removed or are otherwise male sterile.

Field-run – Commercial hybrid sweet corn seed production before it has been conditioned.

Good farming practices – In addition to the definition contained in the Basic Provisions, good farming practices include those practices required by the hybrid sweet corn seed processor contract.

Harvest – Combining, threshing, or picking ears from the female parent plants to obtain commercial hybrid sweet corn seed.

Hybrid sweet corn seed processor contract – An agreement executed between a hybrid sweet corn seed producer and a seed company containing, at a minimum:

- (a) The producer's promise to plant and grow male and female parent plants and to deliver all field-run commercial hybrid sweet corn seed produced from such plants to the seed company;
- (b) The seed company's promise to purchase the commercial hybrid sweet corn seed produced by the producer; and
- (c) Either a fixed price per unit of measure (bushels, hundredweight, etc.) of the conditioned commercial hybrid sweet corn seed or a formula to determine the value of such seed. Any formula for establishing the value must be based on data provided by a public third party that establishes or provides pricing information to the general public, based on prices paid in the open market (e.g., commodity futures exchanges), to be acceptable for the purpose of this policy.

Inadequate germination – Germination less than 80 percent of the commercial hybrid sweet corn seeds as determined using a certified seed test.

Insurable interest – Your share of the financial loss that occurs in the event seed production is damaged by a cause of loss specified in section 10.

Male parent plants – Sweet corn plants grown for the purpose of pollinating the female parent plants.

Minimum guaranteed payment – A minimum amount (often stated in dollars or bushels)

specified in your hybrid sweet corn seed processor contract that will be paid or credited to you by the seed company regardless of the quantity of seed produced.

Planted acreage – In addition to the definition contained in the Basic Provisions, the insured crop must be planted in rows wide enough to permit mechanical cultivation, unless otherwise provided by the Special Provisions.

Planting pattern – The arrangement of the rows of male and female parent plants in a field. An example of a planting pattern is planting two consecutive rows of male parent plants and then four consecutive rows of female parent plants.

Practical to replant – In addition to the definition contained in the Basic Provisions, practical to replant applies to either the female or male parent plants. It will not be considered practical to replant unless production from the replanted acreage can be delivered under the terms of the hybrid sweet corn seed processor contract, or the seed company agrees in writing that it will accept the production from the replanted acreage.

Prevented planting – In addition to the definition contained in the Basic Provisions, prevented planting applies to the female and male parent plants. The male parent plants must be planted in accordance with the requirements of the hybrid sweet corn seed processor contract to be considered planted.

Sample – For the purpose of the certified seed test, at least 3 pounds of randomly selected field run shelled hybrid sweet corn seed for each variety of commercial hybrid sweet corn seed grown on the unit.

Seed company – A business enterprise that possesses all licenses for marketing commercial hybrid sweet corn seed required by the state in which it is domiciled or operates, or a food company that offers hybrid sweet corn seed processor contracts, and which possesses, or has contractual access to, facilities with enough drying and storage capacity to accept and process the insured crop within a reasonable amount of time after harvest. If the seed company is the insured, it must also be a corporation.

Seed production – All conditioned seed produced by female parent plants of appropriate dryness and size, with a germination rate of at least 80 percent as determined by a certified seed test.

Shelled sweet corn – Kernels that have been removed from the cob.

Variety – The name, number, or code assigned to a specific genetic cross by the seed company or as listed in the Special Provisions for the insured crop in the county.

2. Unit Division.

- (a) In lieu of the definition of “basic unit” contained in the Basic Provisions, a basic unit will consist of all acreage planted to the insured crop in the county that will be used to

fulfill a hybrid sweet corn seed processor contract;

- (b) There will be no more than one basic unit for all production contracted with each processor contract;
- (c) In accordance with section 12, all production from any basic unit in excess of the amount under contract will be included as production to count if such production is applied to any other basic unit for which the contracted amount has not been fulfilled; and
- (d) Provisions in the Basic Provisions that allow optional units by section, section equivalent or FSA farm serial number and by irrigated and non-irrigated practices are not applicable.
- (e) The enterprise and whole farm unit provisions in the Basic Provisions are not applicable.

3. Insurance Guarantees, Coverage Levels, and Prices.

- (a) In addition to the requirements of section 3 of the Basic Provisions, you may select only one price election for all the hybrid sweet corn seed in the county insured under this policy unless the Special Provisions provide different price elections by variety, in which case you may select one price election for each hybrid sweet corn seed variety designated in the Special Provisions. The price election you choose for each variety must have the same percentage relationship to the maximum price offered by us for each variety. For example, if you choose 100 percent of the maximum price election for one specific variety, you must also choose 100 percent of the maximum price election for all other varieties.
- (b) The production reporting requirements contained in section 3 of the Basic Provisions are not applicable to this contract.

4. Contract Changes.

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

5. Cancellation and Termination Dates.

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are March 15.

6. Report of Acreage.

In addition to the requirements of section 6 of the Basic Provisions, you must:

- (a) Report by type and variety, the location and insurable acreage of the insured crop;
- (b) Report any acreage that is uninsured including that portion of the total acreage occupied by male parent plants; and
- (c) Certify that you have a hybrid sweet corn seed contract and report the amount, if any, of any minimum guaranteed payment.

7. Insured Crop.

- (a) In accordance with section 8 of the Basic Provisions, the crop insured will be all the female parent plants in the county for which a

premium rate is provided by the actuarial documents:

- (1) In which you have a share;
 - (2) That are grown under a hybrid sweet corn seed processor contract executed before the acreage reporting date;
 - (3) That are planted for harvest as commercial hybrid sweet corn seed in accordance with the requirements of the hybrid sweet corn seed processor contract and the production management practices of the seed company;
 - (4) That are irrigated; and
 - (5) That are not (unless allowed by the Special Provisions):
 - (i) Planted with a mixture of female and male parent seed in the same row;
 - (ii) Planted for any purpose other than for commercial hybrid sweet corn seed;
 - (iii) Interplanted with another crop; or
 - (iv) Planted into an established grass or legume.
- (b) An instrument in the form of a "lease" under which you retain control of the acreage on which the insured crop is grown and that provides for delivery of the crop under substantially the same terms as a hybrid sweet corn seed contract will be treated as a contract under which you have an insurable interest in the crop.
- (c) A commercial hybrid sweet corn seed producer who is also a seed company may be able to insure the hybrid sweet corn seed crop if the following requirements are met:
- (1) The seed company has an insurable interest in the hybrid sweet corn seed crop;
 - (2) Prior to the sales closing date, the Board of Directors of the seed company has executed and adopted a corporate resolution that contains the same terms as a hybrid sweet corn seed contract. This corporate resolution will be considered a contract under this policy;
 - (3) Sales records for at least the previous years' seed production must be provided to confirm that the seed company has produced and sold seed. If such records are not available, the crop may not be insured; and
 - (4) Our inspection reveals that the drying, conditioning and storage facilities satisfy the definition of a seed company.
- (d) Any of the insured crop that is under contract with different seed companies may be insured under separate policies with different insurance providers provided all acreage of the insured crop in the county is insured. If you elect to insure the insured crop with different insurance providers, you agree to

pay separate administrative fees for each insurance policy.

8. Insurable Acreage.

In addition to the provisions of section 9 of the Basic Provisions, we will not insure any acreage of the insured crop:

- (a) Planted and occupied exclusively by male parent plants;
- (b) Not in compliance with the rotation requirements contained in the Special Provisions or, if applicable, required by the hybrid sweet corn seed processor contract; or
- (c) If either the female or male parent plants are damaged before the final planting date and we determine that the insured crop is practical to replant but it is not replanted.

9. Insurance Period.

(a) In addition to section 11 of the Basic Provisions, insurance attaches upon completion of planting of:

- (1) The female parent plant seed on or before the final planting date designated in the Special Provisions, except as allowed in section 16 of the Basic Provisions; and
- (2) The male parent plant seed.

(b) In accordance with section 11 of the Basic Provisions, the calendar date for the end of the insurance period is the October 31 immediately following planting.

10. Causes of Loss.

(a) In accordance with section 12 of the Basic Provisions, insurance is provided only against the following causes of loss that occur within the insurance period:

- (1) Adverse weather conditions;
- (2) Fire;
- (3) Wildlife;
- (4) Earthquake;
- (5) Volcanic eruption;
- (6) Failure of the irrigation water supply, if due to a cause of loss contained in section 10 (a) (1) through (5) that occurs during the insurance period;
- (7) Insects, but not damage due to insufficient or improper application of pest control measures; or
- (8) Plant disease, but not damage due to insufficient or improper application of disease control measures.

(b) In addition to the causes of loss excluded by section 12 of the Basic Provisions, we will not insure against any loss of production due to:

- (1) The use of unadapted, incompatible, or genetically deficient male or female parent plant seed;
- (2) Frost or freeze after the date established by the Special Provisions;
- (3) Failure to follow the requirements stated in the hybrid sweet corn seed processor contract and production management practices of the seed company;

- (4) Inadequate germination, even if resulting from an insured cause of loss, unless you have provided adequate notice as required by section 11(b)(1); or
- (5) Failure to plant the male parent plant seed at a time or in a manner sufficient to assure adequate pollination of the female parent plants, unless you are prevented from planting the male parent plant seed by an insured cause of loss.

11. Duties In The Event of Damage or Loss.

- (a) In accordance with the requirements of section 14 of the Basic Provisions, you must leave representative samples of at least three complete planting patterns of the female and male parent plant rows that extend the entire length of each field in the unit. If you intend to destroy any acreage of the insured crop that will not be harvested, the samples must not be destroyed until after our inspection.
- (b) In addition to the requirements of section 14 of the Basic Provisions:
 - (1) You must give us notice of probable loss at least 15 days before the beginning of harvest if you anticipate inadequate germination on any unit; and
 - (2) You must provide a completed copy of your hybrid sweet corn seed processor contract unless we have determined it has already been provided by the seed company, and the seed company certifies that such contract is used for all its growers without any waivers or amendments.

12. 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 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) You will not receive an indemnity payment on a unit if the seed company refuses to provide us with records we require to determine the dollar value per bushel of production for each variety.
- (c) In the event of loss or damage covered by this policy, we will settle your claim on any unit by:
 - (1) Multiplying the insured acreage by its respective amount of insurance per acre, by type and variety if applicable;
 - (2) Totaling the results of section 12(c)(1) if there are more than one type or variety;
 - (3) Multiplying the total seed production to count for each type and variety of commercial hybrid sweet corn seed by the applicable dollar value per bushel for that type or variety;
 - (4) Totaling the results of sections 12(c)(3);
 - (5) Subtracting the result of section 12(c)(3) from the result of section 12(c)(1) if there

is only one type or variety, or subtracting the result of 12(c)(4) from the result of section 12(c)(2) if there are more than one type or variety; and

- (6) Multiplying the result of section 12(c)(5) by your share.

For example:

You have a 100 percent share in 50 acres insured for the development of variety "A" hybrid sweet corn seed in the unit, with an amount of insurance per acre guarantee of \$1003 (county yield of 299 bushels times a coverage level factor of 0.867 for the 65 percent coverage level multiplied by a price election of \$3.87 per bushel minus the minimum guaranteed payment of zero). Your seed production was 975 bushels and the dollar value per bushel was \$48.22. Your indemnity would be calculated as follows:

- (1) 50 acres x \$1003 = \$50,150 amount of insurance guarantee;
- (2) 975 bushels x \$48.22 = \$47,014 value of seed production;
- (3) \$50,150 - \$47,014 = \$3,135; and
- (4) \$3,135 x 100 (percent share) = \$3,135 indemnity payment.

Example 2:

In addition to the 50 Acres in variety "A", you also have a 100 percent share in 50 acres insured for the development of variety "B" hybrid sweet corn seed in the unit, with an amount of insurance per acre guarantee of \$50,150 (county yield of 299 bushels times a coverage level factor of .867 for the 65 percent coverage level minus zero bushels minimum payment with this result multiplied by a price election of \$3.87 per bushel). You harvested 1,000 bushels and the dollar value per bushel for the harvested amount was \$38.57. Your indemnity would be calculated as follows:

- (1) 50 acres x \$1003 = \$50,150 amount of insurance guarantee for type "A" and 50 acres x \$1003 = \$50,150 amount of insurance guarantee for type "B;"
 - (2) \$50,150 + \$50,150 = \$100,300 amount of insurance guarantee;
 - (3) 975 bushels x \$48.22 = \$47,014 value of seed production for type "A" and 1,000 bushels x \$38.57 = \$38,570 value of seed production for type "B;"
 - (4) \$47,014 + \$38,570 = \$85,584 value of production to count;
 - (5) \$100,300 - \$85,584.50 = \$14,715; and
 - (6) \$14,715 x 100 (percent share) = \$14,715 indemnity payment.
- (d) Production to be counted as seed production will include:
 - (1) All appraised production as follows:
 - (i) Not less than the amount of insurance per acre for acreage:
 - (A) That is abandoned;
 - (B) 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) Mature unharvested production with a germination rate of at least 80 percent as determined by a certified seed test. Any such production may be adjusted in accordance with section 12(e);
- (iv) Immature appraised production;
- (v) Potential production on insured acreage that 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 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 of clean seed.
- (e) For the purpose of determining the quantity of harvested clean hybrid sweet corn seed production use the records of the seed company, adjusted to a shelled field corn basis of 15.0 percent moisture and 56 pound avoirdupois bushel to determine the amount of production to count, provided that the moisture and weight of such production are

calculated on the same basis as that used to determine the approved yield.

13. Prevented Planting.

Your prevented planting coverage will be 50 percent of your amount of insurance for timely planted acreage. If you have additional levels of coverage as specified in 7 CFR part 400, subpart T, and pay an additional premium, you may increase your prevented planting coverage to a level specified in the actuarial documents.

14. Written Agreements

The Written Agreement provisions of the Basic Provisions are not applicable.