United States Department of Agriculture

# LOSS

Federal Crop Insurance Corporation



# ADJUSTMENT MANUAL (LAM)

Product Development Division

FCIC 25010

Also Known As GENERAL LOSS ADJUSTMENT STANDARDS (GLAS)

#### SUMMARY OF CHANGES/CONTROL CHART

Major Changes: Redline identifies changes or additions in the text. Three stars (\*\*\*) identifies information that has been removed.

NOTE: This handbook DOES NOT contain procedures for the claim simplification pilot program or intended acreage report pilot program. See the appropriate 1996 Manager's Bulletins for information pertaining to these pilot programs.

All paragraph numbering has been changed. All information pertaining to Highly Erodible Land Conservation, Wetland Conservation, and acreage reduction programs administered by FSA have been removed.

- PAR. 18 Added entity definitions back into the handbook so adjusters will not have to refer to Crop Insurance Handbook (CIH) or Catastrophic Risk Protection (CAT) Handbook.
- PAR. 23 Removed references to Automatic Harvesting by Machine Agreement (for flue-cured tobacco. This agreement is obsolete now.
- PAR.'s 25, Moved all verification requirements for the forms listed in Exhibit 6 to these paragraphs.
  - 29, 30,
  - 32, 33
- PAR. 32 Updated to include information on previous options that had to be signed as a separate form opposed to now being incorporated as an endorsement to the policy and selected via an application or contract change form. Also, added applicable verification requirements for options.
- PAR. 35 Updated Hail and Fire Exclusion procedures to include verification information for continuous Hail and Fire Exclusion Options.
- PAR. 49 Irrigated practice procedures. Added information pertaining to nursery crops. Added paragraph addressing when insured has not irrigated during the growing season even though the insured has adequate irrigation facilities and water.
- PAR.'s 56 Expanded determination and verification procedures for units, and added information specific to different unit structures, including center pivot irrigation systems.
- PAR's 65 Updated FSA office contact/visit procedures.
  - -68
- PAR. 73 Replant payments. Added information pertaining to the maximum replant payment that the person who was named in an agreement to receive all replant payment shares can receive.

#### SUMMARY OF CHANGES/CONTROL CHART

- PAR. 75 Removed "No Indemnity Due" completion instruction procedures since it is a duplication of what is in the FCIC crop handbooks.
- PAR. 76 Incorporated MGR-92-050. When insured causes have delayed harvest, insurance providers, with FCIC authorization; can delay finalizing claims after the end of the insurance period in order to obtain harvested production to finalize claims.
- PAR. 77 Combined the paragraphs containing Delayed Notice and Delayed Claim procedures into this paragraph.
- PAR. 87 Added clarification of determining abandoned acreage versus determining the insured was not following a good farming practice.
- PAR. 92 Skip-row planting patterns for cotton. Updated to refer to Cotton Handbooks (AUP and ELS) rather than the CIH (CAT Handbook for CAT policies).
- PAR. 97 (1) Added other reasons for appraisals.
  - (2) Clarified that deferrals of appraisals for 7-10 days on hail damaged crops are deferrals for immature crops, not mature crops.
  - (3) Clarified that "unable to mechanically harvest" means that a crop can NEVER be mechanically harvested. It does not include a crop that cannot be mechanically harvested by the end of the insurance period due to wet or snow covered field conditions. This is a reason that the crop temporarily cannot be harvested.
- PAR. 107 Quality adjustment:
  - For crops having quality adjustment provisions in the Special Provisions: Made clarifications regarding established discount factors shown on the chart, zero value production, and transportation costs.
  - (2) Clarified information pertaining to contracted grain crops.
  - (3) Incorporated R&D-96-069, Destruction of Harvested Zero-value Production.
- PAR. 167 Clarified instructions for proration of commingled production between basic units to indicate that proration is based on total liability of harvested acreage from the units commingled, not the entire unit guarantee when there is unharvested acreage.
- PAR. 171 Severe Wind Erosion. Clarified what expanding the inspection requirement means.

#### SUMMARY OF CHANGES/CONTROL CHART

- PAR. 176 Replanting issues.
  - (1) Updated procedure to indicate that in counties that have only fall planting dates and planted winter wheat is damaged to the point that the insured wishes to plant the wheat to a spring variety, it will not be considered to be replanted to the same crop and the claim can be finalized.
  - (2) Updated determining the practicality of replanting damaged crops for which a processor contract is required.
- PAR.'s 182 Updated late planting and prevented planting procedures as follows:
  - -194
- (1) Added dry beans and sugar beets to the crops for which late and prevented planting coverage provisions are included in the policy.
- (2) Incorporated MGR-96-036 Prevented Planting coverage for Spring Wheat.
- (3) Incorporated MGR-96-038 Acceptable Cover Crops for Prevented Planting Acreage.
- (4) Incorporated MGR-96-045 Determining Maximum Eligible Prevented Planting Acreage and MGR-96-050 - 1997 Crop Year Prevented Planting Issues.
- (5) Incorporated any part of the answers in R&D-96-066 (Prevented Planting Question and Answers) that were not previously stated in this handbook.
- (6) Updated procedures pertaining to the eligibility of land coming out of the Conservation Reserve Program.
- Exhibits Removed most of the exhibits that contained forms.
- EXH. 1 Updated definitions, where applicable.
- EXH. 2 Updated to show 4-digit crop codes, plan codes, and new crops.
- EXH. 14 Re-titled Claims Checklist to Adjuster's Checklist, and made some changes to the checklist.
- EXH. 15 Certification Form. Updated procedure to indicate that in cases where the tenant and landlord are both insured, the operator's/tenant's certification can be used for both the landlord and operator's/tenant's policy.

#### 1997 LOSS ADJUSTMENT MANUAL STANDARDS

#### SUMMARY OF CHANGES/CONTROL CHART

CONT	CONTROL CHART FOR: GENERAL LOSS ADJUSTMENT STANDARDS - FCIC-25010					
	SC Page(s)	TC Page(s)	Text Page(s)	Exhibit(s)	Date	Directive Number
Remove	FCIC-3001	0 and repl	ace with I	-CIC-25010		
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#### U.S. DEPARTMENT OF AGRICULTURE WASHINGTON, D.C. 20250

FEDERAL CROP INSURANCE HANDBOOK	NUMBER: 25010	
SUBJECT: Loss Adjustment Manual (LAM)	DATE: APRIL 4, 1997	
(Also known as General Loss Adjustment Standards (GLAS))	OPI: Product Development Division	
	APPROVED: SIGNEE	)
	Deputy Administrator, Research and	I Development

#### PART 1 GENERAL INFORMATION

#### 1 PURPOSE

This handbook identifies the general (not crop-specific) standards (requirements) for adjusting Multiple Peril Crop Insurance (MPCI) losses in a uniform and timely manner. These standards are to be used with the crop-specific standards for loss adjustment identified in the various Crop Handbooks (e.g., Almond Handbook). This handbook may contain requirements that are not adjuster specific, but are an overall part of the loss adjustment process for which the insurance provider is responsible.

#### 2 SPECIAL INSTRUCTIONS

#### A <u>General Information</u>

This handbook serves as the basis for completing crop insurance appraisals, claims for indemnity and claims for replant payments, and is now interchangeably referred to as the Loss Adjustment Manual and General Loss Adjustment Standards. The handbook transmitted by this directive replaces FCIC directives, 30010 (dated December 1994), 30010-1 (dated May 1995) and 30010-2 (dated April 1996) for the 1997 crop year. This handbook applies to Farm Service Agency (FSA) offices, reinsured companies (Companies), and any other entity authorized to sell and/or service multiple peril crop insurance.

#### B <u>Specific Instructions</u>

(1) Titles. Specific titles of insurance providers' approving officials for which certain events, function, etc., would require the approving official's approval are not indicated in this handbook for Companies, but are shown in Exhibit 28 for FSA serviced policies. However, for specific events, functions, etc., that require FCIC approval; titles of approving offices (or officials) are stated.

- (2) Forms. The forms mentioned in this handbook, in most instances, will not indicate a form number since form numbers vary from one insurance provider to another. However, insurance providers must use equivalent FCIC-approved forms. Where instructions in this handbook are not entry-specific to the forms used by the insurance provider, insurance providers may update these procedures to show their specific item number that matches the entry instructions in this handbook. However, any further changes in the instructions will require FCIC-approval.
- (3) **The term "Insurance Provider" as used in this handbook.** The term "Insurance Provider" (singular or plural form) used herein refers to FSA offices, Companies, and any other entities authorized to sell and/or service MPCI unless specifically stated otherwise.
- (4) **Identifying Changes/Deletions**. Redlining indicates changes from the previous directive. Where complete paragraphs or items have been removed, "\*\*\*" will indicate such.
- (5) Items/provisions not applicable to Catastrophic Risk Protection (CAT) coverage.
  - (a) This directive indicates if a particular item, provision, or form is not applicable to Catastrophic Risk Protection (CAT) coverage or Limited coverage. The following symbols are used to indicate this: "(NACAT→←NACAT)," "(Hail-fire exclusion NACAT/Limited)", "(Replant payments NACAT)," etc. NACAT means "not applicable to CAT."
  - (b) The following provisions are not applicable to CAT: written agreements, hail-fire exclusion, high-risk land exclusion, replant payments, optional units, and the Group Risk Plan, except for GRP Forage Production. A hail-fire exclusion is also not applicable to Limited coverage.
- (6) **Parts/Paragraphs not Required of Companies.** When a specific procedure or part of procedure is applicable to FSA serviced policies only; i.e. not applicable to companies, it is identified as "**(FSA ONLY)**.""
- (7) Policy Confirmation. The term "Policy Confirmation" is defined in this handbook as a form, document, or receipt issued to the insured indicating that the application, cancellation, etc., has been accepted. It may be possible that not all insurance providers issue such notification.

\* \* \*

(8) **Statement of Facts.** A form used for documenting facts and/or statements. Some companies call this form a Special Report. Others may have different titles. All such forms will be referred throughout this handbook as "Statement of Facts."

#### **3 OPERATING POLICY**

#### A Administering the General Loss Adjustment Standards

The insurance provider is responsible for all loss adjustment responsibilities outlined in this handbook whether the requirement is performed by an adjuster or insurance provider employee. The insurance provider and other parties involved with FCIC's Multiple Peril Crop Insurance program are to administer general loss adjustment in accordance with the standards (requirements) provided in this handbook and in conjunction with the following issuances:

- (1) FCIC-issued crop handbooks (or crop handbook standards)
- (2) FCIC-14010 (commonly known as Manual 14, Guidelines and Expectations for Delivery of MPCI) for insurance providers to meet the minimum guidelines, procedures and performance standards that FCIC expects to be used in training loss adjusters
- (3) FCIC-M13, Data Acceptance System Handbook for data elements, data requirements, and edits
- (4) Crop Insurance Handbook (CAT Handbook for CAT policies) for Actual Production History standards and guidelines
- (5) Any FCIC Manager's Bulletins or R&D Informational Memorandums (for reinsured companies) and RM-Notices (for FSA), or slipsheets to this handbook that supersede any portion of this handbook
- (6) Applicable policies, basic provisions, crop provisions, applicable actuarial documents (including the Special Provisions), and applicable option forms/endorsements that are in effect for the crop policy being inspected
- B <u>Insurance Provider (or trade association)</u> Development of Loss Adjustment <u>Procedures</u>

This handbook is to be used as a basis for developing any appropriate loss adjustment procedures and training. Insurance providers are responsible for ensuring that such procedures and training are consistent with the standards in this handbook. However, if there is a conflict between this handbook and comparable FCIC-approved procedures issued by an association or insurance provider, the procedures in this handbook will prevail. If there is a conflict between this handbook and the Crop Insurance Handbook (or CAT Handbook), the Crop Insurance Handbook (or CAT Handbook) will prevail.

#### C Loss Adjustment Responsibilities and Procedural Questions

Questions regarding responsibilities or loss adjustment procedures are to be directed through appropriate channels (through the insurance provider) to the FCIC Product Development Division.

#### D These Standards Remain in Effect Until Superseded

The issuance of an entire handbook will replace a previous handbook. Handbook slipsheets, FCIC Manager's Bulletins or R&D Informational Memorandums (equivalent RM-Notices for FSA) that change any part of this handbook will supersede that part of the handbook. Handbook users may find it necessary to provide additional internal guidelines or procedures for their loss adjustment. Any additional guidelines or procedures require FCIC approval.

#### 4 ABBREVIATIONS

APH ADB	Actual Production History Actuarial Documents Book
CAT	Catastrophic Risk Protection
CIH	Crop Insurance Handbook
CES	Cooperative Extension Service (State and County Offices under CSREES)
CREES	Cooperative State Research, Education, and Extension Service
EIN	Employer's Identification Number
FCIC	Federal Crop Insurance Corporation
FSA	Farm Service Agency
FSN	Farm Serial Number
FCI-35	Coverage and Rate Table
FGIS	Federal Grain Inspection Service
FCIC	Federal Crop Insurance Corporation
FM	Foreign Material
GIPSA	Grain Inspection, Packers, and Stockyards Administration (FGIS is under GIPSA)
GLAS	General Loss Adjustment Standards (Same as the LAM)
GRP	Group Risk Plan
LAC	Loss Adjustment Contractor
LAM	Loss Adjustment Manual (Same as the GLAS)
MPCI	Multiple Peril Crop Insurance
NACAT	Not Applicable to CAT
NAP	Non-Insured Assistance Program
NRCS	Natural Resources Conservation Service (formerly Soil Conservation
	Service (SCS))
NCS	Nonstandard Classification System
PCP	Posted County Price
QAF	Quality Adjustment Factor
RCP	Regionally Constructed Price
RMA	Risk Management Agency
RSO	Regional Service Office of Risk Management Agency

antial Beneficial Interest
antial Beneficial Interest

- SRA Standard Reinsurance Agreement
- SSN Social Security Number
- TIN Tax Identification Number
- UH Unharvested
- USDA United States Department of Agriculture

#### 5 FORMS/PROCEDURES

- A <u>What Can Be Used</u>. Insurance providers must use FCIC-approved forms, procedures, policies, and amendments.
- B <u>Forms and Manuals</u>. Forms (and/or data processed from forms) and manuals necessary for loss adjustment include, but are not limited to:
  - (1) Data from accepted applications and acreage reports. This data would include, (but is not limited to) the following: insured's name as accepted on the application, authorized representative, price election, level of coverage, SSN or EIN; approved APH yields, acres, types, practices, shares, etc., reported for the crop.
  - (2) Crop insurance policy (basic provisions and crop provisions or endorsements, or stand alone crop policies) applicable to the inspection.
  - (3) Actuarial documents.
  - (4) FCIC-25010, Loss Adjustment Manual (or FCIC- approved equivalent).
  - (5) Specific crop loss adjustment handbook.
  - (6) Notice of Damage or Loss.
  - (7) FCIC-approved forms applicable to the type of inspection and crop(s) being inspected; e.g., appraisal worksheets, Certification Form, claim forms, etc.
- C <u>Additional Forms/Documents</u>. Additional forms (or data from forms) or documents that may be applicable for loss adjustment:
  - (1) Statement of Facts, upon which recorded facts pertinent to an inspection or case have been recorded
  - (2) (NACAT→ Written Agreements. ←NACAT)
  - (3) Transfer of Right to Indemnity
  - (4) Assignment of Indemnity
  - (5) Contract Changes form

- (6) Power of Attorney
- (7) Agreements in writing as provided in policy provisions or otherwise allowed by law that impacts the crop insurance contract; e.g., agreement in writing of all parties sharing in the crop to allow one party to receive the entire replant payment, share/lease arrangements in writing, etc.
- (8) Options or endorsements that the insured has the option of selecting (e.g., (NACAT/Limited→ Hail/Fire Exclusion ←NACAT/Limited);
   (NACAT→ High Risk Land Exclusion Option; Unit Division Option ←NACAT); etc.)
- (9) FSA-423 (or FSA-476), -424 (or FSA-578) and/or -425 or equivalent information provided by FSA
- (10) RMA Manager's Bulletins and R&D Informational Memorandums (equivalent RM-Notices for FSA)

#### 6 DEFINITIONS, CODES, AND UNITS OF MEASURE

See Exhibit 1 for definitions. Exhibit 2 contains FCIC crop and plan codes, Exhibit 3 contains causes of loss, and Exhibit 4 contains units of measure, by crop.

#### 7 FCIC PRODUCT DEVELOPMENT DIVISION RESPONSIBILITIES

- A <u>Standards.</u> Establish the minimum standards and guidelines for loss adjustment.
- B <u>Review and Approve</u>. Unless otherwise specified, review and approve all insurance provider's loss adjustment procedures and forms (including completion instructions) prior to their use.
- C <u>Guidance/Clarification</u>. Provide guidance and clarifications, as needed, regarding these standards.

#### 8 INSURANCE PROVIDER RESPONSIBILITIES

- A <u>Administration</u>. Administer the loss adjustment standards as outlined in PAR. 3 above.
- B <u>Compliance/Implementation</u>. Comply with and implement the loss adjustment standards established by FCIC, through procedures and forms approved by the FCIC Product Development Division.
- C <u>Input</u>. Provide input to FCIC regarding the loss adjustment standards.

- D <u>Advise</u>. Advise FCIC of impending situations which may necessitate the development of procedures, forms, or calculations that are different than those identified in the standards issued by FCIC.
- E <u>Other Compliance Requirements</u>. Comply with other requirements issued by FCIC in the administration of contracts between the company and FCIC.
- F <u>Forms/Procedures</u>. Provide the adjuster with the insurance contract forms (or data from the processed forms) and procedures identified in PAR. 5.
- G <u>Determinations</u>. In addition to the responsibilities identified in this handbook, determine whether crop-specific contract provisions or requirements (identified in the crop handbooks) apply to the insured, and if so, whether they have been complied with by the insured.
- H <u>Loss Adjustment Equipment</u>. Assure that the adjuster has necessary equipment and that such equipment is in proper working order to perform loss adjustment duties.
- I <u>Conflict of Interest</u>. Assure that there is no adjuster conflict of interest involved, as described in PAR. 9 B (18).

#### 9 LOSS ADJUSTER RESPONSIBILITIES

A <u>General Information</u>

The following responsibilities and procedures throughout this handbook apply to whomever is performing loss adjustment whether it is an insurance provider employee or person under contract with an insurance provider to perform loss adjustment. For example, some insurance providers may have employees make some loss adjustment verifications prior to assigning or after assigning the loss notice to the loss adjustment contractor, and/or some insurance providers may have employees perform certain types of reviews or loss adjustment assignments.

Note: Sales Agents, local agency employees, or sales representatives, other than taking notices of damage or loss or as otherwise specified in this handbook cannot perform loss adjustment duties unless outside of their selling and servicing area as described in PAR. 9 B (18).

- B <u>Responsibilities</u>. The adjuster must do (but is not limited to) the following:
  - (1) Be thoroughly familiar with the insured's contract folder or print-out supplied by the insurance provider showing the insured's coverage that is in effect, and all insurance documents (or data from documents) that pertain to the insured's insurance contract in the county. Verify the information as specified in this handbook or other FCIC-approved handbooks necessary for loss adjustment.

- (2) Use FCIC-approved forms, loss procedures, and any other issuance (containing information relating to loss adjustment) to perform all loss adjustment duties. DO NOT deviate from FCIC-approved procedures unless the deviation is approved by FCIC. (The insurance provider will provide you with any FCIC-approved deviations.)
- (3) Use and be proficient with the applicable loss adjustment equipment.
- (4) Identify the type of inspection which will be made. All inspections will fall into three types: (1) Indemnity, (2) (NACAT→ Replant Payment Inspections ←NACAT), and (3) Special Contract Services Inspections.
- (5) Visit farms for the purpose of inspecting damaged or destroyed crops during the growing season or following harvest.
- (6) Explain to insureds their contractual responsibilities, filing procedures, and what will be done during the inspection.
- (7) During farm visit:
  - (a) Determine and/or verify any insured and uninsured causes of loss. Establish appraisals for uninsured causes of loss.
  - (b) Determine and/or verify the time of loss.
  - (c) Review and verify the acreage report information as described in PAR. 33.
  - (d) Inspect farms and make inquiries to independently establish all harvested, unharvested, and potential production for all units of the crop being inspected. See PAR. 95. Determine (measure, if applicable) farm-stored production.
  - (e) Determine (measure if applicable) the insurable acreage of the loss unit or as required in any other type of inspection.
  - (f) Determine if there is any unreported insurable acreage. If there is any found, take appropriate steps; as found in this handbook.
  - (g) Inspect acreage to determine and verify correct FSN's, legals, classifications, planting dates, planting practices, and whether proper planting and care of the crop was carried out as it pertains to fertilizer, herbicides, irrigation (when applicable), etc.
  - (h) Appraise potential production and grant written consent to replant or put insured acreage to another use when the insured is not going to carry the crop to harvest as described in PAR's 97 and 99.
- (8) Review and verify the current APH form as instructed in the CIH (CAT Handbook for CAT policies).

- (9) Verify that the insured's entity and share are correct.
- (10) During a loss inspection, review FSA records or any other documents, records, etc., that would show the correct entity, share, legal description and/or FSN's, and acres. See appropriate paragraphs for more information.
- (11) If the actuarial classification is determined to be incorrect, adverse, or unusual risk conditions exist, prepare a Statement of Facts with details and forward to the insurance provider. The insurance provider can then request an actuarial review or prepare a Request For Actuarial Change.
- (12) During an indemnity inspection explain what the insured's options are under the terms and conditions of the contract, but in no way provide advice or suggestions that could affect the insured's decision concerning these options; e.g., do not advise or suggest whether to carry the crop to harvest or go to another crop, etc.
- (13) DO NOT provide any advice or suggestions to the insured regarding the insured's farming operation; e.g., type and application of chemicals, herbicides, tillage, etc. If the insured solicits your advice, tell the insured to consult with the County Cooperative Extension Agent or other reliable source.
- (14) Stimulate interest in and understanding of crop insurance programs with present and potential insureds.
- (15) Advise insureds of a routine quality assurance review that may be made to assure that the loss adjustment was done in a fair and impartial manner, and in accordance with contract terms.
- (16) Review all entries on appraisal worksheets and claim forms with the insured and explain any circumstances affecting the indemnity prior to obtaining the insured's signature on the claim. Do not sign a (NACAT→ final replant payment or ←NACAT) final indemnity claim until you are satisfied with all determinations.
- (17) Complete an Adjuster's Checklist form as described in Exhibit 14.
- (18) Conflict of Interest.
  - (a) The adjuster must not adjust any claims with any party that the adjuster has a material or financial interest or with which are sold by any member of the adjuster's family\* or of the family\* of an employee of the adjuster's.

\* Family includes, but is not limited to: parents, brothers, sisters, children, spouse, in-laws, grandchildren, aunts, uncles, cousins, and grandparents).

- (b) Sales agents and local agency employees (including their spouses and family member residing in the same household) cannot be involved in loss adjustment or yield verification on any FCIC Boardapproved policy in any county (including all counties adjoining such county) in which the local agency has sold or is in the process of selling any FCIC Board-approved policy.
- (c) Sales supervisors (including their spouses and family member residing in the same household) cannot be involved in loss adjustment or yield verification on any FCIC Board-approved policy in any county (including all counties adjoining such county) in which any agency supervised by the sales supervisor has sold or is in the process of selling any FCIC Board-approved policy.
- (19) Do no discriminate against any insured because of race, color, religion, sex, age, handicap, marital status, or national origin.
- (20) Do not solicit or accept money, gifts, or favors from any party that are designed to influence (or give the appearance of influencing) any loss adjustment finding or decision.
- (21) Do not use your position to gain favor, influence, or financial advantage over any insured or individual.
- 10 (RESERVED)
- 11 (RESERVED)
- 12 (RESERVED)
- 13 (RESERVED)

#### PART 2 INSPECTION DUTIES

#### SECTION 1 PRODUCER ELIGIBILITY AND ENTITIES

#### 14 GENERAL INFORMATION

Before any loss adjustment or contract service can be initiated, verify that the insured is eligible for insurance and is a legal entity.

#### 15 INSURANCE PROVISIONS

#### A <u>Eligibility</u>

Insurance will cover a PERSON'S share in an insurable crop as landlord, owner-operator, or tenant in an eligible crop.

#### B <u>Definition</u>

A "Person" or "Insured" is an individual, partnership, association, corporation, estate, trust, other business enterprise, or legal entity and, wherever applicable, a State, a municipality, a political subdivision of a State, or any agency thereof.

#### C <u>Duplicate Coverage</u>

Only one MPCI policy that provides limited or additional coverage, is permitted on the same crop and share (entity) in the same county except for Hybrid Seed (Corn) or Hybrid Seed Sorghum. However, a CAT policy and a limited or additional coverage policy is permitted for the same person for the same crop when high-risk land is excluded from limited or additional coverage and is insured separately under a CAT policy. Arizona and California Citrus, Florida Citrus, Texas Citrus, Texas Citrus Trees, Grapes (California ONLY), Peas, Stonefruit, and Guaranteed Tobacco crop provisions indicate type/varieties that are insurable as separate crops. A separate policy may be written for such type/variety. See Exhibit 2 for insurable crop and plan codes.

#### 16 INSURANCE QUALIFICATIONS

#### A Who Can Be Insured

Only producers who receive all or part of a crop, by reason of their ownership or tenancy, can be insured.

#### B Landlord

Landlord is the owner of land upon which the crop is grown and who receives a share of the crop.

- C <u>Owner-operator or tenant is a person who</u>:
  - (1) Produces the crop.
  - (2) Exercises managerial control relating to producing and marketing the crop (controls what to plant, when to plant, when to till, cultivate, irrigate, fertilize, spray, harvest, market, etc.).
  - (3) Makes credit arrangements.
  - (4) Owns farming equipment, makes arrangements to obtain equipment, or hires custom work.

#### 17 DETERMINING INSURABLE SHARE

- A Insurable Share
  - (1) An insurable share is the percentage of interest in the insured crop that the owner, operator, or tenant has at the time insurance attaches. The share will not extend to any other person having an interest in the crop except as may be specifically allowed in the policy or CAT Endorsement. The interest of spouses, children, or other household members in most cases will be insured under one entity and have only one policy number issued. See PAR. 18 for exceptions that allow spouses and children to have separate policies.
  - (2) The insured establishes his/her insurable share on the acreage report by reporting the share insurable at the time insurance attached. However, only for the purpose of determining the amount of indemnity: If during the final loss adjustment inspection, it is determined that the insured's share differs from what it was at the time insurance attached, the insured's share will be the lesser of what:
    - (a) it was at the time insurance attached, or
    - (b) the insurance provider determines to be the share at the earlier of:
      - <u>1</u> the time of loss, or
      - 2 the beginning of harvest of the unit, unless excepted by the specific crop policy.

For the purpose of determining share, the time of loss is defined as the date the final claim is completed for signatures. At the time of final loss adjustment, if the insured's share is determined to be less than originally reported, decrease the share by entering the determined share in the appropriate column for the insured's share on the claim. This may also require a revised acreage report depending on the insurance providers processing system. Follow instructions as provided by the insurance provider.

#### B Share Arrangements (Written or Verbal)

#### (1) **100** percent crop share (Cash Lease)

- (a) 100 percent crop shares includes 100 percent share as owner/operator and or land that is rented for cash, a fixed commodity payment, or any consideration other than a share in the crop.
- (b) A lease that provides for EITHER a minimum payment (such as a specified amount of cash, bushels, pounds, etc.) OR a crop share is considered a cash lease (e.g., lease provides for a 50/50 crop share or \$100 dollars, whichever is greater.).
- (c) A lease that contains a crop share but the percentage is not a fixed amount at the time coverage begins is considered a cash lease. Such leases may contain a cash consideration with an undetermined crop share percentage at the time coverage begins.

#### (2) Crop Share (Crop Share Lease)

- (a) In order to have a crop share, the crop share percentage must be specified at the time coverage begins and cannot change based on the amount of production harvested. See example 4 and 8.
- (b) Written or verbal lease agreements containing provisions for BOTH a minimum payment (such as a specified amount of cash, bushels, pounds, etc.) AND a crop share is considered a crop share lease.

#### C Share Arrangement Examples

- Situation 1: The tenant (insured) agrees to give the landlord 1/3 of the crop in return for farming the land.
  - The agreement is a crop share.
  - The insured's share is 2/3 of the crop.
- Situation 2: The tenant (insured) agrees to give the landlord 1/3 of all the crops produced on the premises and to guarantee that the landlord's share of the crops will average \$35 an acre. In the event that the landlord's share of the crops is worth less than \$35 an acre, the tenant will pay the difference in cash to the landlord.
  - The agreement is a crop share.
  - The insured's share is 2/3 of the crop.

Share Arrangement Examples (continued)

- Situation 3: The tenant (insured) agrees to give the landlord \$50 per acre cash and 1/4 of the crop in return for farming the land.
  - The agreement is a crop share.
  - The insured's share is 3/4 of the crop. We do not convert the \$50 per acre cash payment to a share basis.
- Situation 4: The tenant (insured) agrees to give the landlord \$50 per acre cash and 1/3 of all the bushels in excess of 60 bushels per acre. (Average yields for the area are usually around 55-65 bushels.)
  - The agreement is a cash lease.
  - The insured's share is 100 percent. The bushels in excess of the 60 bushels per acre is a "bonus" above and beyond the insured crop. The share percentage of the entire crop cannot be determined at the time coverage begins since it is dependent on how many bushels in excess of 60 bushels will be produced.
- Situation 5: The tenant (insured) agrees to give the landlord \$50 per acre cash and 10 bushels per acre.
  - The agreement is a cash lease.
  - The insured's share is 100 percent. We do not convert the 10 bushels to a percentage share. In this scenario the tenant will pay the landlord a fixed amount, cash (\$50) and commodity (10 bushels per acre).
- Situation 6: The tenant (insured) agrees to give the landlord 25¢ for every bushel of peaches harvested.
  - The agreement is a cash lease.
  - The insured's share is 100 percent. Because there is no agreement for a set share percentage of the crop at the time coverage begins, the insured's share must be considered a cash lease.

Share Arrangement Examples (continued)

- Situation 7: The tenant (insured) agrees to pay the landlord \$25 per acre OR 1/4 of the crop, whichever is greater.
  - The agreement is a cash lease.
  - The insured's share is 100 percent. Since the lease contains an either/or type arrangement, the share cannot be considered a fixed element of the lease.
- Situation 8: The tenant's (insured's) lease agreement states that the tenant will receive the first 85 bushels per acre of corn produced. Of any bushels in excess of 85 bushels per acre, the tenant will receive 60 percent and the landlord will receive 40 percent. The yields range from 107-123 in the R-Span.
  - The agreement is a cash lease.
  - The insured's share is 100 percent. Since the share percentage of the crop cannot be established at the time coverage begins, it must be considered a cash lease. The share is dependent on the amount of production in excess of 85 bushels and this is unknown at the beginning of coverage.

#### D <u>Verify the Following</u>:

- (1) Producer has a bona fide interest in the crop. (See PAR. 16).
- (2) Entity type processed from the application reflects the correct entity (individual, partnership, corporation, co-owner, joint operator, estate, trust, etc.). (See PAR. 18.)
- (3) Producer qualifies as landlord, owner-operator, or tenant. (See PAR. 18.)
- E <u>Crop Share Verification</u>

Verify the insured's correct share, by crop, by comparing the reported share on the crop insurance acreage report to the insured's share shown on:

(1) FSA-424 (or FSA-578) (Do not use other FSA documents to verify crop share since these documents may contain "contract" shares rather then crop share.); or

NOTE: When crop shares are reported to the FSA, Companies do not have to verify crop shares reported for crop insurance with the crop shares reported to the FSA, but are encouraged to do so.

- (2) Elevator summaries, packer statements, etc.; or
- (3) If needed, lease agreements, land deeds, or other similar evidence to determine the correct share.

#### F Documentation

Document from what sources the share verification was made, and document anything else pertinent to the share verification.

- G <u>Resolving Share Discrepancies</u> (See exceptions for spousal shares as outlined in 17 H.)
   If the shares on the crop insurance acreage report, by crop, do not agree with the shares on FSA-424 (or FSA-578), marketing records, lease or share agreements, (hereafter called agreements), or other actions of the insured that reflect crop share, resolve these discrepancies as follows:
  - (1) If there is a written agreement in force, use the share identified on the agreement, unless the FSA-424 (or FSA-578), marketing records or actions of the insured do not substantiate the share identified in the agreement; whereas, handle as stated in (3) below. See Notes 1 and 2.
  - (2) If no written agreement is in force but crop shares are reported on the FSA-424 (or FSA-578), use the share identified on the FSA-424 (or FSA-578); unless marketing records or actions of the insured do not substantiate the insured's share identified on the FSA-424 (or FSA-578), whereas, handle as stated in (3) below. See Notes 1 and 2.
  - (3) If no written agreement is in force or the share shown on a written agreement or FSA-424 (or FSA-578) is not substantiated with marketing records and/or actions of the insured, determine the share from the marketing records and/or actions of the insured. See Notes 1 and 2.
  - NOTE 1: Marketing records may include settlement sheets, canceled checks, seed receipts, fertilizer receipts, chemical receipts, etc. Actions refer to other arrangements the insured may have made with the other party sharing in the crop; e.g., every third load is delivered to the other party sharing in the crop, etc.

If there is evidence to support that the lease is a scheme to acquire more USDA benefits, the insurance provider may, by policy provisions, void the contract.

- **NOTE 2**: Companies are not required to verify crop shares reported to FSA, but are encourage to do so.
- (4) Document your findings. The insurance provider will maintain documentation and copies of any applicable agreements and marketing records that substantiate the insured's correct share.

#### H Spousal Shares

(1) Background information

Generally, it is found that spouses share in the SAME farming OPERATION(S). This is why you will find that in PAR. 18 under the definition "Individual entities: Spouses," married couples are usually considered to be an individual entity, thus requiring only ONE insurance contract with only one share shown for both on the crop insurance acreage report. However, occasionally, it will be found that one spouse operates a SEPARATE farming OPERATION independently of the other spouse. Spouses can be recognized as a separate entity if they meet the required criteria defined in PAR. 18.

- (2) Spousal Shares at FSA
  - (a) The 1990 Farm Bill provides that a married couple who shares in the SAME farming operation can be recognized as "two persons" for the purpose of farm program payment limitations. The "two person" recognition is ONLY for the purpose of the farm program payment limitation. The married couple who shares in the same farming operation is still considered to be one person (entity). Therefore, only ONE contract to participate in other FSA programs is signed by the married couple.
  - (b) On the other hand, if FSA recognizes that a SPOUSE operates a SEPARATE farming OPERATION independently of the other spouse, each spouse can be classified as a separate entity with separate contracts signed by each spouse, separate FSN's issued, etc.
- (3) Verifying the share

If there is only one crop insurance contract, there is only one share for the spouses shown on the crop insurance acreage report. However, the FSA-424 (or FSA-578) may have two, as explained below in (4) below. If it is found that there are two crop insurance contracts, it must be verified that the spouses qualify for separate entities as stated in PAR. 18 C (2) under "Individual entities: Spouses."

When Companies verify crop insurance acreage reports with the FSA-424's (or FSA-578's) it is normally, as indicated in PAR. 17 G above, considered a discrepancy if the crop shares reported for crop insurance and the shares reported on the FSA-424 (or FSA-578) do not match. The same is true for names and entities. However, in some cases because of the "two person" recognition, the producer's names, entity type (e.g., partnership vs. individual), and/or shares listed on the crop insurance acreage report and FSA-424 (or FSA-578) program can be in disagreement. Handle the verification of the following spousal arrangements, as follows:

- (a) When it is verified that both spouses SHARE an interest in the SAME farming OPERATION and the FSA-424 (or FSA-578) lists separate share interest for SPOUSES:
  - The share reported for crop insurance purposes will be considered correct if the total of the two shares listed for the spouses on the FSA-424 (or FSA-578) equals the same percentage as reported for crop insurance purposes. Document the facts in the narrative of the claim or on a Statement of Facts.

**EXAMPLE**: Fred Jones is the only name listed on the wheat insurance application. Fred reported a 100% share in Farm Serial Number (FSN) 2020 to FCIC, but the FSA-424 (FSA-578) shows that Fred Jones has a 60% share in FSN 2020, and an FSA-424 shows that Mary Jones has a 40% share in FSN 2020. The total of the two shares reported on the FSA-424 (or FSA-578) equals the same percentage reported for crop insurance purposes. Therefore, there would be no discrepancy in shares reported for crop insurance purposes and those reported to the FSA for other than crop insurance purposes.

- It will be considered a share discrepancy when the total percentage of the two shares reported on the FSA-424 (or FSA-578) for non-crop insurance purposes does not equal the same percentage reported for crop insurance programs. Resolve the share discrepancy in accordance to PAR. 17 G.
- (b) When it is verified, that spouses DO NOT share in the SAME farming OPERATION (as verified with FSA representative and/or other sources):

If the FSA has recognized the spouses as being separate entities (operations), and for crop insurance purposes the insurance provider has recognized them as separate entities by giving each spouse a separate contract, the share reported on each spouses's crop insurance acreage report will be compared against the crop share reported to the FSA for the individual spouse. (Each operation will generally have separate FSN's.) If the individual spouse's crop share amount does not agree with what has been reported to the FSA for non-crop insurance purposes, handle in accordance to PAR. 17 G above.

#### I <u>Questionable Insurable Interest in the Crop</u>

When it is questionable whether the insured has an insurable interest in the crop, document the circumstances on a Statement of Facts recording the facts. Forward the Statement of Facts to the next level of supervision, and include the insured's contract folder if it has been assigned to you.

#### 18 ENTITIES

- A <u>Verify</u>
  - (1) From information obtained from the insured, FSA or other reliable sources, and from the criteria for each entity type found below; verify that the person qualifies for the entity shown on the application or qualifies for a separate entity from another household member, relative, corporation, etc.

NOTE: If an entity type is recorded to the FSA, Companies do not have to verify entities through the FSA; however, they are encouraged to do so.

#### (FOR COMPANIES ONLY)

(2) If the entity type reported is questionable or does not agree with an entity recorded with the local FSA, contact your next level of supervision.

When an entity is verified at FSA and there is a discrepancy between the entity recorded for crop insurance and the local FSA office, Companies will try to resolve the discrepancy with the FSA. If the discrepancy cannot be resolved and Company has evidence supporting its position, the Company should retain the entity type reported to them; and keep on file all documentation and evidence supporting this decision.

#### (FOR COMPANIES ONLY)

#### B Signature/Documentation

Exhibit 5 lists the person authorized to sign documents (including loss documents) for each entity type and documentation required for each entity type.

C Entity Types

#### (1) Individual Entity: Individuals

(a) The applicant must be competent, (NACAT→ of legal age (18 years of age or older) ←NACAT) and capable of entering into a binding contract, and have the authority to fulfill the requirements of the contract. See subparagraph (5).

- (b) The applicant incurs debt related to production, stores or markets in his/her name, receives proceeds, and files tax returns.
- (c) The application covers the individual's share as a co-owner, joint-operator, or as an individual in a partnership, provided the co-owner, joint-operator, or partnership does not have separate contracts.
- (d) A landlord and tenant must have separate contracts unless otherwise provided in the policy.
- (e) When more than one member of a family in the same household applies for insurance or the applicant resides in the household of an insured, applicants must provide evidence on a signed statement indicating separate insurable shares. In most cases, this is not applicable to spouses. See subparagraph (2).

#### (2) Individual Entity: Spouses

- (a) Only one contract is required when the insurable share is owned jointly or separately by husband and wife. This includes shares owned in community property states.
- (b) Some married persons are sole owners of land and farm as landlords, owner-operators, or as tenants independently of their spouses. For example, if a wife separately owns land which is operated and managed by the husband as head of a family farming enterprise, only one policy is needed for the family operation and share. This is also true if such land is all or part of the land farmed by the husband as owner-operator with the proceeds deposited in either the husband's bank account or a joint bank account. Only one application in the husband's name, wife's name, or both names as co-owners is required and either spouse may sign the insurance documents.
- (c) If a spouse operates a SEPARATE farming operation independently of the other spouse, each spouse (if they choose) may submit a separate application and insure his or her interest separately. To qualify as a separate farming operation ALL of the following criteria must be met: separate ownership of land, separate capital, separate equipment, separate accounting of labor, separate management, and separate records maintained.

#### (3) Individual Entity: An Individual Operating as a Company

The guidelines for an individual operating as a company are identical to those of an individual. The application must be signed by the owner or authorized representative of the company. A statement from the company which lists the authorized representative must be maintained in the insured's file folder in the service office.

#### (4) Individual Entity: Joint and Survivor Interests

"Joint and Survivor Interests" are applicable in "community property" states in which a husband and wife have joint and survivor interest in insurable acreage and in states where such an interest may be created by deed. In such states the application is completed in the name of the joint and survivor interest (e.g., "John W. Doe, James C. Smith", or whomever).

- (a) Both parties must sign the application. Exceptions: husband and wife or when a statement is prepared and signed by both parties showing the authority of either to act as agent for the other for crop insurance purposes.
- (b) If either party dies, the contract continues, but a successor-in-interest application must be obtained. The CIH (or CAT Handbook for CAT contracts) contain information concerning the effective crop year for which the successor-in-interest application must be prepared.

#### (5) Individual Entity: Minors or Mental Incompetents

- (a) A minor must provide evidence that an insurable share exists and if incompetent or not capable of entering into a binding contract a court appointed guardian or a parent must co-sign the application.
- (b) A mental incompetent may be insured ONLY if a court appointed guardian signs the documents.
- (c) A written statement describing the farming operation and the insurable share must be provided and maintained in the insured's file folder in the service office.
- (d) When a minor becomes capable of entering into a binding contract or when incompetency is dissolved, a successor-in-interest application is required. See the CIH (CAT Handbook for CAT policies) for information concerning the effective crop year for which the successor-in-interest application must be prepared.
- (e) When a parent or court appointed guardian co-signs the application, it must contain a statement guaranteeing payment of the annual premium.

#### (CAT policies ONLY →

#### (6) Individual Entity: Producers Under One Tobacco Marketing Card

Tobacco producers may insure 100 percent of the tobacco acreage for which a marketing card is issued by FSA under one policy subject to the following conditions:

- (a) All shareholders must agree to such an arrangement in writing and none of the persons may have other tobacco on which CAT coverage is required.
- (b) The insured is the producer named on the application. The applicant/named insured must have a share in the tobacco acreage covered by the marketing card.
  - 1 The applicant/named insured is responsible to furnish to the insurance provider a copy of the shareholder agreement, names, and Employee Identification Numbers (EIN) or Social Security Numbers (SSN) of all persons who share in the tobacco acreage covered by the marketing card. Each shareholder must be listed as an SBI without regard to their actual interest in the insured entity.
  - 2 The producer designated as the named insured is responsible to apply for insurance, pay any applicable administrative fee and fulfill all contractual requirements (e.g., file acreage reports, provide APH production reports, give notice of damage, etc.). A copy of the agreement that designates the responsible person must be placed in the insured's file.
  - Any indemnity payment due will be made to the named insured under his/her SSN/EIN number. The named insured is responsible for distributing any indemnity payments to other producers sharing in the crop.

#### (CAT policies ONLY→

#### (7) Individual Entity: Undivided Interests

Landowners with an undivided interest in land may insure crops on such land under one policy subject to ALL of the following conditions:

- (a) The policy covers only insured crop(s) grown on land with an undivided interest. None of the landowners may have other land on which CAT coverage is required.
- (b) The total liability for each crop insured under an undivided interest policy must not exceed \$2500. ←CAT policies ONLY)

# (CAT policies ONLY→

- (c) The landowner designated as the named insured is responsible to apply for insurance, pay any applicable administrative fee(s) and fulfill all contractual requirements (e.g., file acreage reports, provide APH production reports, give notice of damage, etc.). A copy of the agreement that designates the responsible person must be placed in the insured's file.
  - 1 Any indemnity payment due will be made to the named insured under his/her SSN/EIN number. The named insured is responsible for distributing any indemnity payments to other landowners sharing in the crop.
  - 2 The applicant/named insured must furnish to the Insurance Provider proof that an undivided interest in the land exists, names of the landowners, and the SSN/EIN of the landowners.
  - 3 All landowners must be listed as an SBI without regard to their actual interest in the land. ←CAT policies ONLY)

# (8) Partnerships

A partnership is a written or verbal (requires an EIN) contract between two or more persons. The essential element of a partnership which distinguishes it from other forms of joint ventures is that each partner has authority to enter into contracts and bind all other members to such contracts.

- (a) The death, declaration of incompetence, or withdrawal of a partner, terminates the partnership, unless a written partnership agreement provides otherwise.
- (b) Crops to be insured under the partnership are those in which the partnership has a share and require only one application.
- (c) If the entire share of the partnership is not to be insured, an application to cover the share of an individual holding an interest in the partnership may be obtained. This application also covers any other individual interest the applicant may have.

# (9) Corporations

A corporation is a legal entity created and operating under state laws of incorporation. The corporation may insure its share as landlord, owner-operator, or tenant. An application must be signed by an officer of the corporation authorized to enter into contracts. A statement must be maintained in the insured's file folder in the service office stating where the articles of incorporation are on file. Changing officers or stockholders does not affect continuity of the contract.

# (10) Co-ownership/Joint Operations

An entity composed of two or more parties who engage in a farming operation jointly; pool their resources; contribute land, labor, or machinery; share in expenses; and at the end of the year divide the profits, according to their interests. No individual is authorized to bind any other individual in any business transaction as is possible under a partnership.

- (a) The application must be signed by all parties or by the authorized representative. If an authorized representative signs, an agreement must be executed by co-owners or joint operators giving the representative authority to sign and maintained in the insured's file folder in the service office.
- (b) If the entire share of the entity is not to be insured, an individual application may be obtained to cover the individual share of a co-owner or joint operator and any other individual interest the applicant may have. Such an application will not cover the share of a partnership.
- (c) Death or withdrawal of one of the parties terminates the insurable interest at the end of the crop year.

# (11) Estates

The application covers the share owned by an estate and must be signed by the authorized court-appointed officer.

- (a) Upon settlement of the estate and the discharge of the court-appointed officer, the contract and a new application is required to maintain insurance protection.
- (b) Removal or discharge of a court-appointed officer and appointment of another does not terminate the contract.

# (12) Trusts

The application covers the trust's interest (not the beneficiaries' interest). The application must be signed by the administrator or trustee appointed to administer the business affairs of the trust.

- (a) Irrevocable trusts are processed using the same guidelines as individual entities.
- (b) Revocable trusts require an EIN and/or SSN for processing purposes.

- (c) Trusts administered by Bureau of Indian Affairs.
  - 1 Native American land is frequently held in trust by the Bureau of Indian Affairs (BIA) or Tribal governing body and leased to operators. Native American land held under trust is processed in the same manner as land held in any other trust. The name of the trust is the named insured. BIA trusts may be identified by an allotment number or other name identifying the trust. Linkage for certain USDA farm program benefits for individual Native Americans who own parcels of an allotment are established by that trust.
  - If the trust agreement provides that operators of leased land purchase crop insurance, a power of attorney will be executed by the BIA granting the operator the authority to purchase crop insurance on behalf of the trust.
  - 3 If the BIA trust does not have an EIN, a nine digit number may be established as follows: the first two digits identify the state, the next three the county, and the last four the allotment number.

# (13) Other Entities

The following entities are generally assigned an EIN for tax purposes.

- (a) Receiver or Liquidator. Receivers or liquidators may insure their share. The application must be signed by the person authorized by the court to administer business of the receivership.
- (b) Public Agencies. State, county, or municipal offices may insure their share. The application must be signed by the person having authority to enter into a contract for the entity.
- (c) Association, Clubs, or Tax Exempt Organizations. To act as a representative for any principal, an entity (or an individual, etc.) must provide evidence of authority (preferably a power of attorney) or a signed statement indicating where such authority can be verified. If authority is by verbal agreement, a statement is required from the principal for verification. The signature of the person having authority to enter into a binding contract for the entity is required.
- 19 (RESERVED)
- 20 (RESERVED)

# 21 (RESERVED)

22 (RESERVED)

#### SECTION 2 INSURED'S CONTRACT INFORMATION

# 23 CONTRACT FILE FOLDER

The contract file folder in the service office contains the insured's insurance contract and related contract documents.

\* \* \*

### A Permanent File Material

Permanent material is identified as material that is needed for as long as the contract exists. Forms and materials that are considered permanent material may include (but are not limited to) the following:

\* \* \*

- (1) Cancellation or Termination Letters from the insurance provider
- (2) Individual Policyholder Notification Letters
- (3) Policy Confirmation
- (4) (NACAT→ Request for Actuarial Change ← NACAT)
- (5) Statement of Facts (for situations that need further documentation)
- (6) Crop Insurance Application
- (7) Contract Changes
- (8) Pre-Acceptance Perennial Crop Inspection Report and addendum worksheets for specific crops
- (9) (NACAT→ Apple Fresh Fruit Option←NACAT)
- (10) (NACAT→ Potato Quality Option←NACAT)
- (11) Power of Attorney
- (12) Underwriting Questionnaire (Container Stock Only)
- (13) (NACAT→ Processing Potato Quality Option←NACAT)
- (14) (NACAT→ Frost/Freeze Potato Option←NACAT)
- (15) (NACAT→ High-Risk Land Exclusion Option←NACAT)
- (16) (NACAT→ Fresh Market Tomato Minimum Value Option←NACAT)

- (17) (NACAT→ Unit Division Option ← NACAT)
- (18) Macadamia Orchard Inspection Report
- (19) (NACAT→ Disclaimer (GRP)←NACAT), except Disclaimer (GRP) for Forage Production would be applicable to CAT.
- (20) Disclaimer for Millet, Disclaimer for Revenue Insurance, etc.
- B <u>Crop-Year Materials</u>

Crop year material is identified as crop records that are specific to a crop year and contract number. Forms and materials that are considered crop year materials may include (but are not limited to) the following:

\* \* \*

- (1) (NACAT→ Written Agreement ←NACAT) See definition in PAR. 28.
- (2) Statement of Facts
- (3) Notice of Damage or Loss
- (4) Late Planting Agreement
- \* \* \*
- (5) Crop Insurance Acreage Report, and Revised Acreage Report, if appropriate
- (6) Production and Yield Report
- (7) Texas Citrus Grove Inspection Report
- (8) Assignment of Indemnity
- (9) Transfer of Right to An Indemnity
- (10) Certification Form
- (11) Claim for Indemnity
- (12) (NA CAT/Limited→) Request to Exclude Hail and Fire(←NA CAT/Limited)
- (13) (NACAT→ Certified Seed Potato Option Amendment←NACAT)
- (14) Waiver to Transfer Segregation II and III Peanuts to Quota Loan
- (15) (NACAT→ Apple Sunburn Option←NACAT)
- (16) Nursery Container Report

- (17) Nursery Crop Provisions Plant Inventory Summary
- (18) Raisin Reconditioning Pool Production-To-Count
- (19) (NACAT→ Self-Certification Replant Worksheet←NACAT)
- (20) Peach Producer's Picking Records
- (21) Summary of Protection or Schedule of Insurance
- (22) Tonnage Report Raisin
- (23) Florida Citrus Grove Inspection Report
- (24) Receipt for Payment
- (25) Appraisal Worksheets (For example: Apple Appraisal Worksheet or Soybean Appraisal Worksheet.)
- (26) Maps
- (27) Correspondence
- (28) Final Indemnity Summary
- (29) Forage Production Underwriting Report
- \* \* \*
- (30) Planting Records for: Fresh Sweet Corn or Peppers or Tomatoes
- \* \* \*
- (31) Agreement in writing (See definition in Exhibit 1.)
- (32) Nursery Wholesale Price List (insured's prices)
- (33) Florida Citrus Production Sheet
- (34) Tabulation of Production Records from Individual Load certificates-Florida Citrus

#### 24 CONTRACT INFORMATION AND VERIFICATION

Before the appointment and inspection are made, thoroughly review all documents in the contract folder or data from the processed documents that are applicable to the inspection. Some information on the documents must be verified by the adjuster at the time of the on-the-farm visit. The following paragraphs define the function of each form as it relates to the loss adjustment process and contains verification requirements of the data on these forms.

# 25 APPLICATION

- A <u>General Information</u>. A prescribed form used to make application for crop insurance. It includes the insured's selected price election, level of coverage, election of any applicable endorsements (endorsements to exclude, add, or amend risk coverage provisions, quality adjustment provisions, or other provisions in the policy).
- B <u>Accepted Application?</u> Before a loss adjustment inspection can be done, the insurance provider must assure that there is a properly accepted application confirmed by a policy confirmation in the insured's contract folder for the applicable crop and crop year. NOTE: Except for Macadamia Nuts and Macadamia Trees, crop policies are continuous and the initial application is the properly accepted application for a succeeding crop year unless the crop has been canceled or terminated for that crop year.

\* \* \*

C <u>More Information</u>. For further information regarding the application and the late-filed application, refer to applicable CIH (or CAT Handbook for CAT policies) for further information regarding the application and the late-filed application.

# 26 CONTRACT CHANGES

- A <u>The Contract Changes Form is a prescribed form used to:</u>
  - Change (NACAT→ price election, level of coverage, ←NACAT) address, authorized representative, etc.
  - (2) Correct spelling of insured's name and identification number.
  - (3) Cancel a contract or crop(s).
  - (4) Transmit a successor-in-interest application.
- B <u>Changes Made</u>? Prior to assignment of the loss inspection, the insurance provider is responsible for verifying any timely filed contract change for the crop and crop year that would affect the loss inspection and indemnity payment. If it is discovered during the loss inspection that a timely contract change has not been processed, notify your next line of supervision for further instructions.
- C <u>More Information</u>. Refer to CIH (CAT Handbook for CAT policies) for more information regarding (NACAT→ changes in price election, level, ←NACAT) cancellation, and successor-in-interest.

# 27 POLICY CONFIRMATION

This is a document, form, letter, or receipt, used to confirm acceptance of the insured's application, **(NACAT** $\rightarrow$  change of level or price election, selection of option/endorsements to the policy, **(NACAT)**, or cancellation of policy and/or option/endorsement. The insurance provider may use this form to verify that the aforementioned forms have been processed and accepted through the insurance provider's computer system.

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# 28 WRITTEN AGREEMENT

- A <u>General Information</u>. This is a computer-generated form used by insurance providers and the RSO's to provide a written agreement between an insured and the insurance provider for specific coverage and/or rates when coverage is not provided by the actuarial.
- B <u>Detailed Information</u>. Refer to the CIH (CAT Handbook for CAT policies) for detailed information.
- C <u>Verify</u>. Verify whether any written agreement is in effect for the crop, crop year being inspected. If there is, read the entire agreement to see how it affects the crop being inspected if it is for the crop/crop year being inspected; e.g, practice that is not otherwise insurable is insurable via this agreement, etc. **—NACAT**

# 29 LATE PLANTING AGREEMENT (LPA)

- A <u>General Information</u>. The LPA form is a prescribed form used to allow coverage of late-planted acreage for policies that provide this coverage via this prescribed agreement form.
- B <u>More Information</u>. Refer to PART 6 of this handbook and CIH (CAT Handbook for CAT policies) for detailed information regarding the Late Planting Agreement.
- C <u>Verify/Instructions</u>. If the crop you are inspecting requires an LPA in order for late-planted acreage to be insured and there is NOT ONE in effect, but there is late-planted acreage:
  - (1) Verify that any late-planted acreage has been reported as uninsured. If late-planted acreage has been reported as insured acreage, revise the acreage report to show such acreage as uninsured under this policy number.
  - (2) Do not include any late-planted acreage in the determined acreage amount on the claim form.

(3) Verify that harvested production from the late-planted acreage has been kept separate from the timely planted acreage. If it has not, refer to procedures for commingled production in PAR. 167.

# 30 STATEMENT OF FACTS (OR OTHER FORM USED FOR DOCUMENTATION)

- A <u>General Information</u>. A prescribed multi-purpose form (Exhibit 6) used primarily for documentation. Throughout this handbook this form will be referred to as Statement of Facts.
- B <u>Review Completed Form</u>. Review the documentation on this form to determine if any information pertains to the inspection you will be performing.
- C <u>Use When</u>? Whenever a situation needs documentation, use this form to record the information.

# 31 APH FORM (PRODUCTION AND YIELD REPORT)

- A <u>A Multi-Purpose Form</u>
  - (1) This is a prescribed form used by the insured to report production, acres, and actual yields (production report) to the authorized verifier (see CIH; CAT Handbook for CAT policies) to receive a current crop-year approved APH yield.
  - (2) From the information reported, the authorized verifier creates or updates (as applicable) the insured's APH data base file and issues an APH form showing the verifier-approved APH yield for the crop, type, practice, and unit.
- B <u>No Approved APH Yield</u>? If an APH yield for the current crop year has not been approved by the authorized verifier or a current approved APH yield is not in the file, the insurance provider will handle in accordance with to the CIH (CAT Handbook for CAT policies).
- C <u>Adjuster's Responsibilities</u>. Refer to the CIH (CAT Handbook for CAT policies) for the adjuster's responsibilities for reviewing the APH form (or data from the APH form).

# (NACAT→

# 32 OPTIONS AND ENDORSEMENTS

- A Option Forms and Endorsements
  - (1) Option forms are prescribed forms signed by the insured when the insured elects to exclude, add, or amend risk coverage provisions,

←NACAT)

# (NACAT→

quality adjustment provisions, or other provisions in the policy. The insured adds the endorsement by signing an application or contract change form with an entry for the selected endorsement on the form. Refer to the CIH for further information regarding individual options.

- (2) The option form contains the specific contract language pertaining to the particular addition, amendment, or exclusion to the policy. Under some policies, the specific contract language pertaining to the particular addition, amendment, or exclusion to the policy are contained in an endorsement to the policy.
- B High-Risk Land Exclusion Option
  - For certain crops (may not be available for some states) insureds may elect to exclude land which has been designated as "high-risk" land within a county. (Refer to the CIH for more specific information.)
  - (2) If an option is in effect, verify that:
    - (a) none of the acreage designated as high risk is included with insured acreage on the acreage report. If such acreage is included as insured acreage on the acreage report, revise the acreage report to correctly reflect the insured and uninsured acreage. (NOTE: It is possible that the insured may have this high-risk land insured under a separate CAT policy - see the CIH or CAT handbook for more information), and
    - (b) harvested production from the acreage designated as high risk has been kept separate. If it has not, refer to the commingled production procedure in PAR. 167.
- C Unit Division Option
  - (1) For certain areas of Indiana, Ohio, and Texas that have not been surveyed under the U.S. Rectangular Survey System or a similar system allowing for "sections" (640 or more acres), insureds may request this option to aggregate two or more (any shape) legally identifiable parcels of land into "sections." By doing this, such land will be eligible for optional units, if allowed by the policy/endorsement. However, the insured must have complied with the production reporting, record, and planting pattern guidelines specified in the applicable crop policy/endorsement or actuarial documents. Even though such land will be eligible for optional units under this option, the insured still has the choice each crop year of insuring each crop(s) under basic unit(s) or optional units.
  - (2) If a Unit Division Option is in effect, the section for the optional unit will be identified by the legal identification of the parcels of land that has ←NACAT)

(NACAT→ been aggregated to form such "section." To verify that such "section" qualifies for an optional unit, verify it in the same manner that you would other optional units divided out by section; e.g., planting pattern does not cross section lines, production is kept separate, etc.

# D Review of Other Option Forms or Endorsements

Review any other option form or endorsement that pertains to the crop and crop year being inspected. Make any appropriate verification as it pertains to the provisions of the option or endorsement. If there is insured and uninsured acreage, verify that harvested production has been kept separate. If it has not, refer to the commingled production procedure in PAR. 167.

\* \* \*

# 33 ACREAGE REPORT OR TONNAGE REPORT - RAISIN

### A The Acreage Report for All Crops Except Raisins

The acreage report is a prescribed form the insured uses to establish his/her crop, acreage, share, protection, and premium by crop and contract. In accordance with PAR.'s 129-131, the acreage report is also used by the insurance provider to correct the insured's original acreage report for underreported acreage, practices, yields, etc. It is crucial that this document is completed accurately and interpreted correctly.

#### B The Acreage Report and Tonnage Report-Raisins

# (1) Acreage Report

This is a prescribed form that the insured uses to report (by the Sales Closing Date) by unit, the variety, anticipated share at time coverage will begin, acreage, and location of acreage upon which the insured plans to produce raisins for the crop year. See Raisin Endorsement for additional information.

# (2) Tonnage Report-Raisins

This is a prescribed form that the insured uses to report raisin tonnage delivered and/or tonnage appraised in the vineyard. It establishes the acreage (can be decreased at this time for any acreage from which raisins were not laid), tonnage, share, protection, and premium for the raisin contract.

#### C <u>Late-Filed Acreage Reports or Tonnage Report-Raisins</u>

When the insured DOES NOT report the acreage (or tonnage for raisins) by the established reporting date, the insurance provider may determine the acreage

(tonnage for raisins) and establish premium and liability or the liability may be denied in accordance to procedure in PAR. 150.

D <u>On file?</u> There must be an acreage report on file with the insurance provider before a claim can be filed.

\* \* \*

- E <u>Verification of the Acreage Report Information</u>:
  - (1) General Information

Verify with the insured, the correctness of all acreage report information including whether all crop acreage (insured and uninsured) has been reported. See PAR.168 for detailed information on unreported units. For non-loss units, verifications other than with the insured do not have to be made. However, for loss units, verification with the insured as well as other field verification requirements must be made. Acreage must be "determined" for loss units but not non-loss units. Acreage determinations must be made in accordance with PAR. 90.

- (2) Prior to a farm visit if an error is found in the acreage report information requiring a revised acreage report, complete an on-the-farm inspection and continue verification of information on the acreage report as follows: (See Part 3, Section 7 of this handbook for revised acreage report instructions.)
  - (a) Crop

Verify that the crop acreage was actually planted.

(b) Planting Dates

Verify the planting dates with the insured. Revise the acreage report if any acreage reported timely was planted after the final planting date or if any of the reported late planting dates are incorrect, revise the acreage report accordingly. See the lateplanted acreage procedure in Part 6.

- (c) Acres reported
  - <u>1</u> Verify that all insured and uninsured acreage for crop has been reported. For annually planted crops: If it is past the final planting date, verify that all acreage planted has been reported for all fields. Unreported acreage is uninsured acreage.
  - 2 If there is uninsured acreage, verify that harvested production from the uninsured acreage has been kept separate from the insured acreage. If it was not, refer to the commingled production procedure in PAR. 167.

- (d) Practices
  - Verify the actual planting practices carried out by the insured. Verify that the actual practice is insurable, as shown on the Actuarial (NACAT→ or Written Agreement; if applicable. ←NACAT)
  - 2 If the practice is not insurable, revise the acreage report to remove the uninsured acreage and verify that the production from the uninsured acreage and insured acreage has been kept separate. If the production for the uninsured acreage has not been kept separate, see the procedure for commingled production in this handbook. Use the actual planting practice on the claim form except as explained in PAR. 51.
- (e) Legal Descriptions and/or Farm Serial Numbers

Verify the legal descriptions and/or Farm Serial Numbers by using FSA documents as references during inspection of the fields.

- (f) Type, Class, or Variety
  - <u>1</u> Verify that the type, class, or variety is insurable as defined in the crop policy/endorsement (NACAT→ or if applicable, by Written Agreement. ←NACAT), and that it has not been excluded by the actuarial.
  - 2 If the type, class, or variety is found to be uninsurable, revise the acreage report to remove all acreage with the uninsurable, type, class, or variety. If any of these are uninsurable, verify that the production from the uninsured acreage was kept separate from the insured acreage. If it was not, refer to the commingled production procedure in PAR. 167.
- (g) Share

Verify with the insured and as instructed in PAR. 17 that the share reported is correct. Shares cannot be increased at loss time. However, if the share is lower at the time of the claim, the claim must reflect the correct lower share.

(h) Person's sharing in the crop

Verify with the insured and via FSA records, lease-agreements, etc., the name of the person(s) sharing in the crop. See PAR. 17.

(i) Risk classification

Verify against the actuarial documents **(NACAT→** (Written Agreement if applicable) **←NACAT)**, the actual verified physical location of acreage, and if applicable; APH form for the legal description and unit number.

(j) Special Purpose Information

This column is used for a variety of entries. It may contain contract prices for crops requiring them (e.g., green peas), etc. Verify the accuracy of this information using pertinent documents needed to verify this information.

- (k) Unit Number
  - <u>1</u> Verify that the legal description or FSA Farm Serial Number for each unit on the acreage report is the same as on the APH form.
  - 2 Verify that the unit numbers reported are in accordance with the applicable individual crop policy or endorsement or, if applicable, the unit division guidelines in the actuarial documents (NACAT→ or Unit Division Option. ←NACAT)
- (I) Remarks. Review any information recorded in the remarks section that may be pertinent to this inspection.
- G <u>Revised Acreage Report</u>. Acreage reports cannot be revised to add acreage at loss time except as outlined in Section 7.

\* \* \*

#### 34 SUMMARY OF PROTECTION (OR SCHEDULE OF INSURANCE)

- A <u>General Information</u>. The Summary of Protection or Schedule of Insurance (hereafter, called summary) is a prescribed computer-generated form mailed to the insured and agent after the acreage report or insured- reported tonnage report data has been electronically accepted by the insurance provider. This form summarizes the insured's reported crops, acreage (tonnage for raisins), share, practices, types, protection, and premium for the crop year and contract.
- B <u>Review</u>. Prior to the inspection, the insurance provider (the loss adjuster if the insurance provider so delegates) will review the summary against the data on the acreage report. If a keying or processing error is found on the loss unit being inspected:

- (1) Prepare a revised acreage report and Statement of Facts documenting the errors that are necessitating the revised acreage report. See Part 3, Section 7 of this handbook for revised acreage report information.
- (2) Advise or notify the insured of your findings, and that a new summary will be forth coming.
- (3) Submit the revised acreage report and Statement of Facts to appropriate office/person (as instructed by the insurance provider).

### (Hail-fire exclusion NA CAT/Limited)

# 35 HAIL AND FIRE EXCLUSION

A <u>General Information</u>. A prescribed form used when the insured elects to exclude hail and fire coverage and receive a reduction in MPCI premium. Insurance providers may use an FCI-approved annual hail and fire exclusion form or an FCI-approved continuous hail and fire exclusion form. The exclusion also applies to any applicable option(s).

\* \* \*

- B <u>Conditions for Hail and Fire Exclusion</u>: Hail and fire exclusions are on a crop basis and the following requirements must be met:
  - (1) Requests to exclude hail and fire on an annual form and for the first year of a continuous form must be made:
    - (a) Within 72 hours of the date a private hail policy is first in effect or
    - (b) on or before the date MPCI coverage attaches for a crop year after the first crop year a multi-season hail and fire policy is in effect.
  - (2) Hail and fire coverage must be in effect on all acreage covered by the MPCI policy for the crop year. Insureds who have a continuous hail and fire exclusion option in effect, must provide a copy of the annual hail and fire declaration sheet showing that the required amount of hail and fire coverage is in effect.
  - (3) The total dollar amount of hail and fire liability per crop must EQUAL or EXCEED the liability that would have been provided by the MPCI policy on those acres for the crop year. (When ascertaining this, uninsured acreage must be considered, see PAR. 35 C(2) below.)
  - (4) For annual hail and fire exclusion requests or the first year of request for continuous hail and fire exclusions, the request to exclude hail and fire will not be accepted if the crop has been damaged to the extent that a loss has occurred and an indemnity is to be, or may be, claimed on any unit of the crop. The loss may be due to one or more of the named (Hail-fire exclusion NA CAT/Limited)

#### (Hail-fire exclusion NA CAT/Limited)

perils insured against under the MPCI policy. Issuance of a replant payment for any insured unit does not restrict an insured from excluding hail and fire coverage from his/her MPCI policy.

C <u>Verifying Adequate Liability</u>

\* \* \*

- (1) The adjuster must ascertain/verify that for the crop year of the claim, the amount of liability under the hail and fire policy equals or exceeds the liability amount that would have been provided by the MPCI policy for that crop year.
- (2) When ascertaining whether there is adequate liability, uninsurable acreage must be considered. If uninsurable acreage is involved, the total liability under the hail and fire policy may exceed the MPCI crop insurance liability due to the extra acreage (uninsured acreage), yet the insured still MAY NOT have adequate hail and fire liability to allow exclusion of hail and fire coverage from the MPCI policy.

Example:

MPCI coverage is -100 insured acres 100 uninsured acres \$10,000 total liability \$100 per acre liability (\$10,000 ÷ 100 insured acres = \$100 per acre liability)

Hail & Fire coverage is -200 insured acres \$10,000 total liability \$50 per acre liability (\$10,000 ÷ 200 insured acres = \$50 per acre liability)

VERIFICATION - Based on the above, the insured's hail and fire liability of \$50 per acre does not equal or exceed the \$100 per acre liability that would have been provided by the MPCI policy; therefore, the insured does not have adequate liability to exclude hail and fire from MPCI coverage.

#### D <u>Revision of Liability on the Hail and Fire Exclusion</u>

(1) There may be instances when the hail and fire exclusion is based on crop acreage estimates from the insured's intentions or from a summary of protection for the previous crop year. Once the actual amount of crop acreage is known, the total hail and fire liability purchased from a (Hail-fire exclusion NA CAT/Limited)

# (Hail-fire exclusion NA CAT/Limited)

private insurer may fall short of the amount needed to exclude hail and fire from the MPCI policy because it was based upon an estimate for that crop year. (An insured will be considered to have a like amount of private hail and fire liability, if the difference in the acreage report liability and the liability shown on the original hail and fire exclusion form is LESS than one (1) percent.) In cases where the required liability amount falls short, the insured must purchase additional private hail and fire coverage from the MPCI policy.

- (2) The insured may revise the liability on the hail and fire exclusion form to reflect the correct liability for the reported acreage of the insured crop, provided:
  - (a) The difference between the acreage report liability and the liability shown on the original hail and fire exclusion form is more than one (1) percent for the crop.
  - (b) The insured has purchased the needed amount of additional private hail and fire insurance.
  - (c) A hail and fire exclusion form showing the revised liability must be submitted no later than fifteen days after the MPCI liability (based on the reported acreage) is established.
- \* \* \*
- E <u>Damage Exceeds Deductible</u>. If damage results from hail or fire and a hail and fire exclusion is in effect, make an appraisal for uninsured (excluded) causes of loss if the damage exceeds the deductible established in the policy. Refer to Exhibit 7 for uninsured cause appraisal calculation and claim entry instructions. (Hail-fire exclusion NA CAT/Limited)

# 36 ASSIGNMENT OF INDEMNITY

- A <u>General Information</u>. A prescribed form signed by the insured to assign the right to an indemnity to a third party for any or all crop(s) for any crop year.
- B <u>When Submitted</u>? Assignments of indemnity may be made after acceptance of the application, and prior to the transmittal of a claim.
- C <u>Life of Assignment</u>. An assignment is in effect only for the crop year of the assignment and covers the entire insured crop in the county.

D <u>Multiple Assignments</u>. Only one assignment will be recognized for each crop; however, if such assignment has been released (see H below), a new assignment may be made. In the event two assignments are signed and neither has been released, the first assignment approved by the insurance provider will be the one in effect.

### (NACAT→

- E <u>Replant Payment and Assignment</u>. Issuance of a replant payment for any insured unit does not restrict the insured from assigning the right to an indemnity to another party. **HACAT**
- F <u>Lender/Notice of Damage</u>. The lender's interest will be recognized upon approval by the insurance provider's authorized representative, the document's data processing through the computer system, and notification from the insurance provider. The lender may submit notices of damage and other documents if the insured neglects or refuses to take action.
- G <u>Release</u>. Assignment of indemnity may be released by the lender by submitting a signed statement of release showing the insured's name, mailing address, contract number, and crop(s). If it is discovered during the loss inspection that there is a release that has not been submitted or processed, document this on a Statement of Facts and attach it and the release statement to the claim form. Advise the insured that the release is subject to the insurance provider's approval.
- H <u>Assignment of Indemnity and Transfer of Right to an Indemnity</u>. If a timely signed, Assignment of Indemnity and a timely signed Transfer of Right to an Indemnity for the crop and crop year are on file, and no release for either document is found, the earliest processed document will take precedence.

\* \* \*

Claim Instructions. Record whether an Assignment of Indemnity is in effect by completing the appropriate entry block (line) on the claim form; or in the absence of an entry block (line), recording the information on an attachment or in the narrative of the claim form.

# 37 TRANSFER OF RIGHT TO AN INDEMNITY

- A <u>General Information</u>. A prescribed form used when an insured wishes to request a transfer of the right to an indemnity for a crop year on any part of the share and/or acreage in a unit when the transfer of ownership or share in the crop occurs during the insurance period.
- B <u>Approval</u>. The transfer is subject to approval by the insurance provider and to any outstanding Assignment of Indemnity made by the transferor prior to the date of transfer.
- C <u>Ownership Transfer</u>. Ownership of the insured crop MUST HAVE BEEN transferred prior to the claim being submitted.

- D <u>Release</u>. The Transfer of Right to an Indemnity may be released by the transferee submitting a signed statement of release showing the insured's name, mailing address, contract number, crop(s), and unit(s). If it is discovered during the loss inspection that there is a release that has not been submitted or processed, document this on a Statement of Facts and attach it and the release statement to the claim form.
- E <u>Life of Transfer</u>. The transfer established by the Transfer of Right to An Indemnity is effective only for the crop year specified. For succeeding crop years, if the transferee does not have a crop insurance contract in force for the succeeding crop year but wishes to continue insurance, the transferee must apply for insurance by the sales closing date for the crop.

\* \* \*

F <u>Claim Instructions</u>. Record whether a Transfer of Right to an Indemnity is in effect by completing the appropriate entry block (line) on the claim form; or in the absence of an entry block (line), by recording the information on an attachment or in the narrative of the claim form.

#### 38 NOTICE OF DAMAGE OR LOSS

A Insured's Responsibilities

The insured is responsible for giving notice of damage within the prescribed time stated in the policy/endorsement/crop provisions.

- B Notice of Damage or Loss
  - (1) For FSA: Part 1 of the FCI-74 or FCI-74-TPC is used to record the insured's notification of damage or loss, by crop and crop year. (Note: The top section of the FCI-63A, is used to record the insured's notification of damage for raisins and the top portion of the FCI-8, is used for Florida Citrus. Refer to the respective crop handbooks for these crops.)
  - (2) **For Companies**: A form or card approved by FCIC is used by the insured to file written notice to the insurance provider.
- C <u>Service Office Representatives or Other Parties Responsible for Taking Notices:</u>
  - (1) Prepare and distribute the notice of damage to the appropriate parties as designated by the insurance provider.

NOTE: FOR COMPANIES: It is suggested that agents (or representatives taking notices of damage) are provided with instructions to obtain information pertaining to **companion contracts** (insured's shareholder in the loss-affected unit has a multiple peril contract); i.e., name of the shareholder's insurance provider; and in the absence of this or if it not

known whether the shareholder has a multi-peril contract; the name, address, and telephone number of the shareholder.

- (2) Remind insureds of their responsibilities, such as:
  - (a) Continuing to care for the crop
  - (b) Leaving representative samples/strips as provided in the policy/endorsement/crop provisions when notice of damage has been given 15 days prior to or during harvest
  - (c) Keeping production separate for each unit and for each practice having separate APH's, etc

#### D Insurance Provider's Responsibilities

- (1) Assign notices of damage to adjusters as quickly as possible to assure timely service to the insured,
- (2) Assure that, if at all possible, **companion contracts** are adjusted at the same time, as follows:
  - (a) If the companion contract is serviced by the same insurance provider, the insurance provider will make arrangements to have both contracts adjusted by the same adjuster.
  - (b) If the companion contract involves a different insurance provider, the insurance provider will notify the other insurance provider immediately of the situation. It should be encouraged that adjusters from different insurance providers adjust the claim together; however, if either insurance provider is unable to adjust the claim, the other insurance provider will make the loss inspection and provide the necessary documentation to the insurance provider unable to be present on the loss inspection. It is expected that the number of times this situation occurs will be minimal.
  - (c) When only one insurance provider completes a loss inspection, the other insurance provider will be provided legible copies of the Acreage Report, Appraisal Worksheet (when applicable) and loss inspection form; e.g., the FCI-74 or 74 T-P-C would be provided by FSA to the reinsured company and the Production Worksheet would be provided by the reinsured company to FSA. At their discretion, both insurance providers may review the loss inspection at a later date for quality assurance purposes.
  - (d) In the event that a loss inspection is completed by one insurance provider and the other insurer disagrees with the original findings, representatives from both insurance providers involved will meet and resolve the discrepancies. If the discrepancies cannot be

resolved, each representative will forward the documented case to their next respective level of supervision.

- (e) When the insurance provider knows that the shareholder has MPCI coverage but does not know the name of the insurance provider that the shareholder is insured with, contact the shareholder (companion-contract policyholder) contained in the notice of damage (or as applicable, provided by the service office representative) to obtain the necessary information.
- (f) If upon receipt of a companion contract, it is discovered that an inspection has already been made by the other insurance provider, the claim may be completed based on the other insurance provider's findings, **PROVIDED** the insurance provider agrees with the original findings of the other insurance provider. If there is reason to disagree with the findings of the other insurance provider, follow the same procedure outlined in PAR. 38. D (2) (d).
- (3) Supply the adjuster with all of the insured's current file documents or data necessary to perform satisfactory verifications and determinations during the loss adjustment inspection as outlined in this handbook and crop handbooks.
- (4) Use the instructions for delayed notice inspections in PAR. 77 if the insured failed to provide notice within the time prescribed in the policy/endorsement/provisions.
- E <u>Adjuster Responsibilities</u>
  - (1) Accepting Notices

DO NOT accept a notice of damage from an insured unless:

- (a) the adjuster is on the farm to inspect another unit, or
- (b) when another person is sharing the reported loss under a companion contract and has not filed a notice of damage.

NOTE: Some insurance providers may not allow adjusters to accept notices under any circumstances. Disregard the above instructions if this is the case.

(2) When the insured has less than 100 percent share of a loss-affected unit and the claim form does not indicate or the insurance provider has not provided you with information indicating whether the shareholder has a multi-peril contract, question the insured to determine whether the OTHER person sharing in the unit also has a multi-peril contract. Refer the case to your next level of supervision if the other person sharing in the crop unit has a multi-peril contract. **NOTE:** For FSA ONLY: Items 12 and 60 of the FCI-74, Items 11 and 57 of the FCI-74 T-P-C, and the applicable space on the FCI-63A Raisin should be completed. If those entries have been omitted, follow the instruction in item (2) above.

(3) Review all information from prior inspections for the crop(s) you are inspecting to determine if any information from these inspections (appraisal worksheets, maps, claim form, special reports, etc.) is pertinent to the inspection you are performing.

#### \* \* \*

# **39 POWER OF ATTORNEY**

A document or prescribed form signed by the insured allowing another individual the legal right to act in behalf of the insured. It may grant authority to conduct all crop insurance contract functions or may provide authority for only specific functions, such as reporting acreage report information and filing claims. It remains in force until the insured's written notice of its revocation has been received by the insurance provider.

A Insurance Provider's Responsibility

The insurance provider will provide the adjuster with the name of the party who can act on behalf of the insured and assure that anyone other than the insured who has signed loss related forms or claims are authorized to do so.

#### B Adjuster Responsibility

If an individual other than the insured states they are acting in behalf of the insured, and the insurance provider has not provided information that this party has authority to act on behalf of the insured; do not allow signatures until it is verified with the insurance provider that a Power of Attorney is on file granting such authority to this individual.

# 40 (RESERVED)

# SECTION 3 ACTUARIAL DOCUMENTS AND VERIFICATION

#### 41 USAGE

#### A <u>General Information</u>

The actuarial documents provide the information necessary to establish the protection available for state and county programs. There is an Actuarial Document Book (ADB) for each approved county program in each state with the exception of the crops insured under the Group Risk Plan (GRP) (GRP not applicable for CAT, except for GRP Forage Production) and Nursery Stock program. A separate actuarial book is issued for each GRP crop and Nursery Stock. The GRP ADB contains information for the states and counties that GRP is available in. The Nursery Stock Actuarial book is available in all states and counties. The ADB's lists crops alphabetically except for the Nursery Stock Actuarial book which lists insurable plants (rather than crops) alphabetically.

- B <u>ADB Information</u>. The actuarial documents are the resource for the following information on a county and state basis by crop and crop year:
  - Crop price elections
  - Insurance program dates for initial and final planting, and acreage reporting,
  - (NACAT→ Guidelines for unit division (division of basic units) for crops with crop policies that provide for unit division.
     ←NACAT)
  - Actuarial classification of farm land, or when applicable, actuarial classification will be by individual
  - Premium rates for insurance protection
  - Types, Classes, or Varieties and farming practices insured
  - Exceptions to insured causes of damage, types, classes, varieties, or farming practices
  - Requirements for levels of coverage
  - Applicability of APH
  - Definition of County
  - Crop rotational requirements, if any

# 42 ACTUARIAL CLASSIFICATION - DOCUMENT PRECEDENCE

Remember the order of precedence of actuarial document material. The most important document is listed first, the order of precedence being listed from top to bottom.

# A (NACAT→ Written Agreement ←NACAT)

- B <u>FCI-32:</u> Supplement (to Classification Listing)
- C FCI-32: Classification List
- D FCI-33: Map Supplement
- E FCI-33: Actuarial Map
- F <u>FCI-35</u>: Supplement (used for Non-Standard-Classification System (NCS) and coverage adjustments)

### 43 USING ACTUARIAL DOCUMENTS FOR VERIFICATION

- A <u>The ADB must be used during loss adjustment inspections to verify</u>:
  - (1) That the actuarial classification recorded on the acreage report and/or summary of protection is correct. Verify the insured's correct classification utilizing the actuarial classification sequence shown in PAR. 42 above.
  - (2) The insurability of the actual farming practices performed and types, classes, or varieties planted.
  - (3) That crop rotational requirements or any other special requirements set forth in the actuarial have been followed.
  - (4) That the cause of loss is not excluded for this crop or county.
  - (5) If there are any special statements regarding insurable varieties, types, or classes; limitations of options; practices; etc., that would pertain to the crop and county being inspected.
- 44 (RESERVED)
- 45 (RESERVED)

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(RESERVED)

# SECTION 4 SPECIAL FARMING PRACTICES

#### 46 GENERAL INFORMATION

- A <u>Listed Where</u>? The FCI-35, County Coverage & Rate Table, lists rates and coverages for specific farming practices, by crop. The numerical code for the practice and the type, class and/or variety of each crop (when applicable) is shown on the FCI-35. These codes are used on such documents as the acreage report and/or claim form, as appropriate.
- B <u>Special farming practices, singly or in combination, determine the guarantee</u>
  - (1) Verify that the insured has met all the requirements to qualify for the reported practice.
  - (2) If two or more requirements apply, failure to meet one requirement will disqualify the acreage.
  - (3) Make determinations in accordance with requirements provided in the applicable crop policy, crop endorsement, and/or FCI-35 in the ADB and in the following paragraphs.

#### 47 CONTINUOUS CROPPING PRACTICE

<u>Definition</u>. This distinguishes land that is continuously cropped from land that lies fallow (idle) in the prior crop year.

#### 48 SUMMERFALLOW PRACTICE

- A <u>Definition</u>. The tillage or chemical control of vegetation on the uncropped land, generally during the summer, to control weeds and store moisture in the soil for the growth of a later crop.
- B <u>General Qualification</u>. The land must not have been planted to a crop in the preceding crop year and must lie fallow for a full crop year, except as provided under subparagraph D below.
- C <u>Requirements</u>
  - (1) Summerfallow practice requires the termination of all plant growth prior to the date designated for the area (May 1 in California, June 15 in South Dakota, July 1 in North Dakota, and June 1 in all other states) followed by a continuous chemical and/or mechanical weed control program.

- (2) Summerfallow practices carried out must be consistent with Natural Resources Conservation Service (formerly Soil Conservation Service) soil erosion control measures and good summerfallow practice(s) for the area with regard to method(s), frequency, and adequacy of tillage and/or chemical control.
- D <u>Exceptions</u>. The following exceptions to the summerfallow rule in B above will apply unless the first crop is harvested (see contract definition of "harvest"). If the first crop is harvested, the second crop will not qualify as summerfallow.

# (1) **Two consecutive crop years:**

A crop was planted on acreage qualifying for the summerfallow practice for the 1996 crop year (fall of 1995 or spring of 1996) but it failed and/or was destroyed before the date specified in C(1) above. If all other summerfallow requirements were carried out, a crop planted for the 1997 crop year (fall of 1996 or spring of 1997) would qualify for summerfallow.

# (2) Two plantings in one crop year:

A crop was planted in the fall which qualified for the summerfallow practice. It failed, and the insured was given consent to put the acreage to another use. IF the first crop was destroyed before the date specified in C(1) above and the insured planted to a different (second) crop, the second crop also qualifies for the summerfallow practice.

- E <u>Destruction of First Crop</u>. When destruction of the first crop occurred so late that the beginning of summerfallow operations was past the optimum time:
  - (1) The second crop acreage would not qualify for summerfallow, and
  - (2) If summerfallow is the only practice on which coverage is offered, there would be no insurance for that crop year, unless a written agreement for another practice is approved.

# 49 IRRIGATED PRACTICE

The crop insurance contract provides that insureds are to report as irrigated, and insurers will insure as irrigated, only the acreage for which the insured has adequate facilities and water, at the time insurance attaches, to carry out a good irrigation practice for the insured crop. In general, insurance attaches at planting for annual crops (except for first year applications received after planting) and on a specified date for perennial crops. It is the insured's responsibility to provide documentation, upon the insurance provider's request, of the information used to determine the adequacy of irrigation water and facilities for the acreage reported for insurance under the irrigated practice.

NOTE: This procedure does not change other contract provisions such as the requirement that flood-irrigated soybean acreage will be considered as non-irrigated for insurance purposes in certain areas unless we agree in writing, prior to the acreage reporting date, to provide coverage at premium rates and yields applicable to the irrigated practice.

A <u>Definitions</u>

To properly administer the irrigated practice it is important to understand the meaning of various terms such as irrigation equipment and facilities (failure or breakdown of which is NOT insured), irrigation water supply, and water source.

The following terms to be used in administering the irrigated practice standards have been defined in Exhibit 9, "Irrigated Practice Guidelines," and should be reviewed before proceeding with the standards in subparagraphs B through O.

- Acreage Insurable under the Irrigated Practice
- Reasonable Probability of Receiving Adequate Water to Carry out a Good Irrigation Practice (Note: "reasonable" and "probability" taken from Black's Law Dictionary)
- Adequacy of Water
- Good Irrigation Practice
- Irrigation Water Supply
- Irrigation Equipment and Facilities
- Adequacy of Irrigation Facilities
- Water Source

#### B Identify Irrigated Acres

The number of acres for which a good irrigation practice can be carried out must be identified and properly reported by the insured as early in the insurance period as possible, but no later than the published acreage reporting date.

#### C <u>Provide Irrigated Practice Guidelines</u>

Insurance providers are to provide a copy of the **"Irrigated Practice Guidelines"** (Exhibit 9) to all insureds for whom the irrigated practice may apply. The "Irrigated Practice Guidelines" identify factors to be considered in determining the proper acreage to be reported and insured under an irrigated practice. Upon the insurance provider's request, insureds must document the factors they considered in reporting acreage to be insured under the irrigated practice.

Insurance providers must verify this documentation whenever a claim for indemnity is made due to failure of the irrigation water supply, as well as anytime the accuracy of the irrigated practice reporting is suspect.

D <u>Regional Irrigation Assessments</u>

The Federal Crop Insurance Corporation (FCIC) Regional Service Offices (RSO's) will assist in a clearinghouse capacity for information concerning regional irrigation assessments in order to identify areas, water districts, aquifers, reservoirs, and other water sources where inadequate irrigation water is suspected. The RSO Director will share the information with insurance providers operating in the region, NCIS, and other MPCI service organizations requesting the assessment. However, each insurance provider is responsible for assuring compliance with these standards.

- E Areas Suspected to Have Inadequate Irrigation Water.
  - (1) All insurance providers are to notify the appropriate RSO immediately of any areas they suspect to have inadequate irrigation water quality or quantities, in order for the RSO to develop, update, and distribute the information.
  - (2) Areas are to be identified by county, and if only a specific irrigation area or district is applicable, the identification should specify accordingly; e.g., Grant County (Nemaha Irrigation District only). The RSO may initiate a regional assessment on its own if warranted.
- F <u>National Assessment of Irrigation Supply</u>

FCIC RSO Directors will provide a copy of the regional assessment to the Deputy Administrator for Insurance Services, who will coordinate a national assessment and issue further guidance as necessary.

- G Random Reviews
  - (1) All insurance providers are to conduct random reviews of policies with acreage reported for insurance under an irrigated practice in areas identified in the regional assessment as having suspected irrigation water inadequacies.
  - (2) The minimum number of policies to review (by county) is to be the greater of, one policy or 5 percent of the policies reporting an irrigated practice.
    - (a) If the area identified as having suspected irrigation water inadequacies constitutes only a specific portion of the county, document the determination that the reviews are to be conducted only in that area.

- (b) The reviews are to be conducted at the earliest possible time after insurance attaches. Findings of any review are to be maintained in the insured's file.
- (3) In addition to the random reviews specified in G (1) and (2) above, insurance providers are to review the adequacy of the irrigation water supply and facilities on all policies for which they are able to determine that:
  - (a) an indemnity for failure of the irrigation water supply was paid or denied the previous crop year, or
  - (b) the insured failed to carry out a good irrigation practice on acreage indemnified the previous crop year regardless of the identified cause of damage. These reviews are to be made on a case-by-case basis not later than 45 days after the acreage report is received by the agent. Insurance providers are to establish a system to identify such policies in subsequent crop years.

#### H General Irrigation Data Specific For An Area

RSO Directors will compile data on water needs by crop in their region, normal precipitation figures, and other data considered appropriate to ensure uniform application of these irrigated practice standards. This task will be initiated first in those areas where irrigation problems are anticipated in the near future and/or have existed in the past.

Adequate Irrigation Water and Facilities

Insurance providers are to determine the adequacy of the irrigation water and facilities.

- (1) The QUANTITY of irrigation water will be considered to be adequate ONLY if the insured can demonstrate to the insurance provider's satisfaction that, at the time insurance attached, there was a REASONABLE PROBABILITY of receiving an adequate quantity of water at the times necessary to carry out a good irrigation practice on the acreage insured under the irrigated practice. The determination of the adequacy of water will be based upon:
  - (a) the water available (at the time insurance attaches) from the irrigation water supply, soil moisture levels, and (as applicable) snowpack storage levels; AND
  - (b) supplementary precipitation which would normally be received, after insurance attaches, during the period that a good irrigation practice is normally carried out.
- (2) For the water quantity to be considered adequate, it also must be of sufficient QUALITY to be acceptable for irrigation purposes (e.g., water

with high salt content or other yield-limiting properties may not be acceptable for irrigation or may be acceptable only if the amount used will not restrict the ability of the irrigated acreage to produce a normal crop). The local Cooperative Extension Service or NRCS should be utilized in making any necessary water quality determinations.

- (3) Water quality is a characteristic of the water supply. Thus, failure of the water quality to be suitable for irrigation would be considered as failure of the water supply. However, to be insurable, such failure must be unavoidable and must occur during the insurance period. If the insured was or should have been aware of a water quality problem prior to the insurance period, the adequacy of the irrigation water at insurance attachment is suspect and must be determined in order for the irrigated practice to apply.
- J <u>Determination and Administration Instructions</u>. The following instructions are to be applied in determining the adequacy of the irrigation water supply and facilities, properly classifying acreage, and administering the standards.
  - (1) Insurance Providers are responsible for:
    - (a) Advising insureds regarding irrigated practice requirements, and determining whether the requirements have been met.
    - (b) Assisting insureds in determining whether, at the time of insurance attachment, there was REASONABLE PROBABILITY of receiving adequate water to carry out a good irrigation practice for the insured crop(s) for the crop year. The "Irrigated Practice Guidelines" found in Exhibit 9 are to be used to facilitate this determination.
  - (2) Acreage which is properly insured under an irrigated practice is expected to receive irrigation priority over uninsured crops, uninsured acreage, and acreage which is not eligible for the irrigated practice. Appraisals for uninsured causes are to be charged if acreage properly insured under the irrigated practice is not given priority. See (6) below.
  - (3) Acreage properly insured under an irrigated practice, which suffers a water shortage during the insurance period, must be managed consistent with good farming practices to produce the best possible yield under the circumstances. Insureds must take appropriate actions to seek the best possible yields by utilizing farming practices which mitigate, as much as possible, the adverse impacts of insufficient irrigation.
  - (4) Deny irrigated practice coverage on any acreage reported under the irrigated practice which is not eligible for that practice.
    - (a) Insure such acreage at appropriate practice other than irrigated if such a practice is available and the acreage qualifies for that practice. Otherwise, the acreage is not insurable.

- (b) INSUREDS ARE TO BE INSTRUCTED to keep production separate for acreage insured under the irrigated practice, acreage insured under a practice other than irrigated (or with no practice applicable), and uninsured acreage.
- (5) If the acreage reported for insurance under the irrigated practice exceeds the capacity of the irrigation facilities and/or water supply, limit (reduce) the number of acres insured under the irrigated practice to an amount which could have been adequately irrigated.

Example: An insured reports 100 acres under the irrigated practice. It is later determined that, at the time insurance attached, the facilities or water supplies were adequate for only 75 acres but were used on the 100 acres.) Proceed as follows:

- (a) Document the number of acres that are insurable as irrigated (75 acres, in this case).
- (b) Determine, to the extent practical, the highest yielding 75 acres to be the irrigated acres, appraise any reduction in production on the 75 acres caused by applying the available water to the 100 acres, and enter the appraisal on the claim as an uninsured-cause appraisal.
- (c) If only irrigated acreage is insurable in the county for the crop, prepare a revised acreage report showing 75 acres under the irrigated practice. Enter the 25 acres in the "Remarks" as uninsurable acreage due to inadequate facilities and/or water supplies.
- (d) If both irrigated and non-irrigated acreage are insurable in the county for the crop, prepare any claim and/or revised acreage report in accordance with approved procedures.
- (e) If facts support misrepresentation of the reported practice by the insured, document the facts and handle the case under misrepresentation procedures.
- (6) Diversion of Water from Insured Crops

Although it is preferred that the insured notify the insurance provider in advance of any diversion, failure to do so will not, in itself, result in appraisals for failure to carry out a good irrigation practice. However, advance notification allows the provider the opportunity to verify the appropriateness of such diversion at the same time that the insured makes the decision to divert the water.

This subsection is intended primarily to address the insured's actions intended or taken to divert water. There may be situations, however, in which the insurance provider determines that the insured should have, but did not, divert water to acreage insured under the irrigated practice to achieve the least indemnification. In such cases, it may be appropriate to assess an appraisal for uninsured causes, unless it can be documented that justifiable circumstances prevented such diversion (e.g., multiple water sources or great distances between acreage, making diversion impractical or impossible).

- (a) Water Diversion within a Crop, When ALL Involved Acreage is Eligible for the Irrigated Practice:
  - <u>1</u> Verify that a water shortage exists and whether local Cooperative Extension Service, NRCS, or other recognized expert sources' recommendations agree with the insured's intentions or actions taken.
  - <u>2</u> Determine that such diversion is likely to result in the least indemnification for the crop. A recognized expert source's recommendations should be used to document this determination.
  - <u>3</u> Document (on an appropriate form) the insured's intention or action taken to divert water on the affected acreage. Include the circumstances affecting your determinations required by <u>1</u> and <u>2</u> above.
  - <u>4</u> IF the requirement in <u>2</u> above is not met, consider this as failure to carry out a good irrigation practice for the insured crop, and assess any appropriate appraisal(s) representing the additional indemnification anticipated as a result of the diversion.

Use appraised and/or harvested production figures, APH yields, etc., of the acreage or units involved as a guide to establish any appropriate uninsured-cause appraisals that may be necessary to assess against the acreage or unit from which the water was diverted if the diversion is not likely to result in the least indemnification.

- 5 Inspect any acreage involved in the diversion and appraise any insured acreage that is not to be harvested.
- <u>6</u> Defer final settlement of claims of this type until total production on all involved acreage can be verified or determined.

(b) Water Diversion from One Crop Properly Insured Under the Irrigated Practice to Another Crop(s) Properly Insured Under the Irrigated Practice:

Document the circumstances as in (a)  $\underline{3}$  above. As a general rule, the insured will be expected to apply water in a manner which will result in the least indemnification of the insured crops involved.

- (c) Water diversion from acreage properly insured under the irrigated practice to uninsured acreage or acreage which is not eligible for the irrigated practice will be treated as failure to carry out a good irrigation practice for the insured crop. (See (8) below.)
- (7) Termination or reduction of production on perennial crops due to failure of the irrigation water supply after insurance attached: There is controversy over whether it is a recommended practice to terminate or reduce a developing perennial crop to enhance tree/vine survival. However, if an insured chooses to do so:
  - (a) Verify that a water shortage exists and that the local Cooperative Extension Service or other recognized expert source has recommended that the insured terminate (remove) or reduce the crop on the affected acreage.
  - (b) Establish a zero per-acre appraisal on acreage for which the crop was completely removed as a recommended practice. If the crop is reduced, but not completely removed, the remaining production is counted in accordance with current procedures for the crop. That portion of the crop removed in accordance with the local Cooperative Extension Service or other recognized expert source's recommendations will not be production to count in determining any indemnity or for APH purposes.
  - (c) Verify crop termination or reduction at final inspection.
- (8) If the insured fails to carry out a good irrigation practice on acreage properly insured at the irrigated practice, assess an appraisal for uninsured causes representing:
  - (a) the loss of production due to failure to carry out a good irrigation practice, or
  - (b) not less than the guarantee for the acreage if the loss is due solely to uninsured causes.

- (9) When the insured has reported an irrigated practice but has not in any way carried out an irrigated practice even though there are adequate facilities and water.
  - (a) Possible revision of acreage report.

In this situation, the insurance provider may, if the circumstances justify it, revise the acreage report to report a non-irrigated practice if a non irrigated practice is available for the crop and county. Otherwise, procedure in (8) above must be followed. However, if the acreage is revised to a non-irrigated practice, determine if the seeding rate, fertilization, and row spacing are appropriate only to an irrigated practice. If seeding rate, fertilization, or row spacing are appropriate only to an irrigated practice and any loss of production has occurred because of the non-irrigation, make an appraisal of the production lost because of this.

(b) Caution in revising acreage reports to a non-irrigated practice

Insured's should not routinely be allowed to report an irrigated practice in order to receive a lower premium, then have it revised to a non-irrigated practice if there is a loss. This also leads to other questions regarding the accuracy of the APH records. However, there may be circumstances, such as illness, that altered the insured's decision to carry out an irrigation practice. In circumstances such as these, the insurance provider may decide that it is justifiable to allow the acreage to be revised back to a non-irrigated practice.

#### K <u>When Insureds Are Aware of Water Restrictions, Reductions, Etc.</u>

Instructions regarding insureds who are advised of (or should otherwise have been aware of) water restrictions, reductions, or diversions by water districts, municipalities, or other water regulatory agencies:

(1) Annual Crops

If announcement or knowledge of such restriction, reduction or diversion occurs PRIOR to insurance attachment, the insured will be expected to reduce planting accordingly, to plant other less-water-demanding crops, or to take other prudent actions necessary. However, if announcement or knowledge first occurs AFTER insurance attachment, the acreage will be considered as insurable under the irrigated practice, UNLESS information on the situation was such that the majority of producers took prudent actions necessary. In such cases, all insureds under similar circumstances will be expected to do likewise.

## (2) Perennial Crops

Perennial crop producers seldom have the option to respond to such announcements or knowledge by reducing plantings, other than refraining from planting additional acreage and removing less productive or less desirable plantings. However, the standards herein are to be followed to safeguard against adverse selection and other unacceptable risk exposure.

#### L Pre-Acceptance Inspections

Apply these irrigated practice standards to determine the adequacy of irrigation water and facilities when conducting pre-acceptance inspections that are required by current procedures. (Pre-acceptance inspections primarily affect perennial crop first-year policies and acreage increases exceeding 35 percent for a unit.)

### M Properly Identifying Cause of Loss

Insurance providers are responsible for ensuring that damage and losses due to failure of the irrigation supply are properly identified as such, and are not misidentified as drought, excessive heat, hot winds, etc. The insurance provider MUST NOT pay drought losses on acreage insured under the irrigated practice. While heat, hot winds, poor pollination, etc., may be appropriate causes of loss on acreage insured under the irrigated practice, the likelihood of such is less than for non-irrigated acreage.

## N <u>Notification and/or Reminder of Irrigation Policy Provisions and These</u> <u>Guidelines</u>

Service office representatives (agents), insureds, and adjusters are to be advised of the significance of this issue. It is recommended that documentation of any notification to insureds be placed in each insured's file, particularly in irrigation water shortage areas identified by the RSO.

O <u>Guidelines</u>. Use the "Irrigated Practice Guidelines" (Exhibit 9) to administer the standards outlined above.

## 50 NON-IRRIGATED PRACTICE

<u>Explanation</u>. Usually used in combination with irrigation practice (where insurance is offered on both practices) and distinguishes dry-land acreage from irrigated acreage.

#### 51 INITIAL PLANTING PRACTICE (IBR, NIBR, etc.)

A <u>General Information</u>. If the insured replants the acreage to a different planting practice, the crop will continue to be insured under the practice initially planted and reported even when the crop is replanted by a practice that was uninsurable as an initial planting. This is not applicable to practices such as

irrigated, non-irrigated, staked tomatoes, ground tomatoes, etc.; these practices are considered to be production practices rather than planting practices. This procedure is not applicable to skip-row planting patterns for cotton.

B <u>Claim Instructions</u>. If the insured files a claim for indemnity, the **planting practice** initially reported will be entered in the "practice column" on the claim form and the replanted practice will be documented in the narrative.

## 52 IRRIGATION PIVOT

<u>Reference</u>. For information regarding irrigation pivots and the corners of the irrigation pivot, see PAR. 57 (Unit Structure).

- 53 (RESERVED)
- 54 (RESERVED)
- 55 (RESERVED)

## SECTION 5 UNIT DETERMINATION

#### 56 UNIT VERIFICATION

Unit verification will be made by the adjuster during an on-the-farm inspection; however, no further DIVISION of optional/guideline units (hereafter called optional units) will be made at loss time. Basic/policy unit(s) (hereafter called basic units) will be corrected when found to be in error.

#### A Verifying Unit Structure

- (1) Be knowledgeable with (and as needed refer to) unit provisions in the applicable policy/endorsement (or if applicable unit division guidelines in the actuarial).
- (2) Use the procedure in paragraph 57 (Unit Structure) below.
- (3) More than one basic unit

Verify with the insured that the reported shareholders have an interest in the crop. If you suspect or question whether there is an interest or that there are separate insurable interests (such as spouse, children or other household members), contact the next level of supervision.

(4) Optional units

Determine that all field requirements are met for qualification (other insurance provider personnel will verify record requirements unless delegated to you):

- (a) Optional units by Section, section equivalent, FSN -
  - Locate fields and verify that there is acreage planted in separate legally identifiable sections or other applicable optional unit separators allowed by the crop policy.
  - Visit fields and determine whether planting patterns have crossed optional unit boundaries; e.g., section lines, FSN lines, or other section equivalent boundary lines.
- (b) Optional units by irrigated and non-irrigated practice.

Visit the fields and determine if planting patterns and other requirements outlined in this procedure qualify the unit as separate optional units by irrigated and non-irrigated practices.

#### B Incorrect Unit structure

Basic units will be corrected at loss time; however, no further DIVISION of optional units will be made at such time. See PAR. 131 C.

## 57 UNIT STRUCTURES

- A <u>Guidelines</u>. Each insured crop has its own unit structure defined in the policy and/or respective endorsement. However, the Catastrophic Risk Endorsement limits the units available for each insured crop to BASIC units determined ONLY by the crop share arrangement on the date coverage begins for the crop year. Further unit division (examples: type, noncontiguous land, etc.) as defined in the applicable crop endorsement, crop provisions, or actuarial document are not allowed under the CAT endorsement. See the CAT Endorsement for the unit definition. All insurable acreage of each insured crop within the unit is the basis for determining coverage, premium, and indemnities.
- B <u>Peanuts and Quota Tobacco</u>. For peanuts and quota tobacco policies with limited and additional coverage, the unit consists of all insurable acreage of the crop covered by single FSA FSN without regard to state or county lines.
- C CAT Coverage/Basic Units for Dry Beans, Peanuts, and Quota Tobacco.

The Catastrophic Risk Protection Endorsement changes the basic unit structure for dry beans, peanuts, and quota tobacco to units by crop share arrangement. However, producers of tobacco for which a marketing card is issued by FSA and who agree to insure 100 percent of the tobacco acreage covered by the marketing card under one policy, are limited to one basic unit for all of the acreage covered by the marketing card.

- D <u>Units Structures for Most Crops</u>. For most other crops, the unit structures in the policies are as follows, except the CAT Endorsement limits to basic units. See PAR. 57 E for dry beans: (See applicable policy and crop provisions.)
  - (1) **Basic/Policy Units** (hereafter referred to as basic units)

A basic unit is all of the insurable acreage of a crop in the county on the date coverage begins for the crop year in which:

- (a) The insured has 100 percent share in the crop. This is one basic unit. See PAR. 17 B (1) and C for examples of 100 percent share arrangements.
- (b) Acreage is owned by one entity and operated by another entity on a share basis. A crop shared with each different landlord/tenant is a separate basic unit. Reversed roles do qualify for separate basic units. See PAR. 17 B (2) and C for examples of crop share arrangements.

Example: The insured is a landlord on part of the farming operation and a tenant on another part of the farming operation.

NOTE: Varying percentages of shares within a basic unit do not qualify for separate basic units. However, for loss adjustment purposes production commingled from two or more basic units will

be allocated in proportion to our liability for the harvested acreage from the commingled units; see PAR. 167.

(c) For crop policies AZ &CA Citrus, Florida Citrus, Peas, Texas Citrus, Texas Citrus Trees, Grapes (CA only,) Stonefruit, and Guaranteed Tobacco which allow insureds to designate the insurable type(s) or variety(ies) (peas, green and dry) they wish to insure, each insured type/variety is considered as a separate insured crop. Each insured crop will be divided into basic units by share arrangement.

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### (2) Optional/guideline Units (hereafter referred to as optional units)

When the policy allows, land that would otherwise be one basic unit may be divided when the acreage of the insured crop is located in separate, legally identifiable sections, section equivalents, or FSA FSN's; whichever applies. See PAR. 57 E for dry beans.

- (a) Primary requirements:
  - <u>1</u> The crop must be planted in a manner that results in a clear and discernable break in the planting pattern at the boundaries of each optional unit.
  - 2 The insured must have records which can be independently verified, of planted acreage and production for each optional unit for at least the last crop year used to determine the insured's production guarantee. For crops requiring production reports, the insured must file acceptable production reports for at least the most recent APH crop year (planted insurable acreage) in the base period which support the optional units submitted by the insured on the acreage report.

NOTE: "Files acceptable production reports," as used above, refers to the most recent APH crop year in the base period. When assigned yields are used for the most recent crop year of the base period, optional unit provisions DO NOT apply. Optional units will be combined at the time of loss adjustment when the insured has failed to meet any provision required to qualify for optional units. Basic units cannot be further divided into optional units at the time of loss adjustment nor can further division of optional units occur at loss time.

# (NACAT→ <u>3</u> EXCEPTIONS FOR CROPS REQUIRING PRODUCTION REPORTS (APH RECORDS):

Insureds's who do not provide production reports for the most recent crop year in the base period may qualify for optional units if:

<u>a</u> A new producer who has not produced the crop and is not providing records from another person sharing in the crop
 intends to keep separate acreage and production records by practice/type/variety according to the optional unit division requirements.

- b New land or a new practice (IRR or NI), type or variety is added to the operation for the current crop year which meets all optional unit requirements, and the insured:
  - i has not produced the crop, and
  - ii is not providing records from another person sharing in the crop and intends to keep separate acreage and production records according to optional provisions.

NOTE: FCIC RSO/insurance provider verifiers have the option to consider as the production report for that unit an acreage report which indicates that no acreage of the crop was planted on a unit.

- (b) Optional units are determined by section, section equivalent, FSA FSN, noncontiguous land (for certain perennial crops) and irrigated and non-irrigated practices. Optional units are determined according to the optional unit definition contained in each crop's policy unless otherwise specified in the unit division guidelines contained in the county actuarial documents.
- (c) Optional units, for most crops, will be determined by section under the Rectangular Survey System. For the purpose of the unit structure, a section is defined as a unit of measure under the rectangular survey system describing a tract of land usually one mile square and containing approximately 640 acres.
- (d) In the absence of section descriptions, section equivalents such as Spanish land grants, railroad surveys, leagues, labors, and Virginia Military Lands may be used. Each section equivalent must contain 640 acres or more. ←NACAT)

- (NACAT→ (e) Optional units will be determined by separate FSA FSN's in:
  - <u>1</u> the absence of sections, section equivalents, or other unit division arrangements approved by FCIC;
  - <u>2</u> areas where survey boundaries are not readily discernable;
  - <u>3</u> Alabama, Arkansas, Florida, Louisiana, Mississippi, and South Carolina for barley, corn, cotton, grain sorghum, oats, rice, rye, soybeans, and wheat.

NOTE: See Exhibits 2, 3, and 4 in the CIH for further explanation and illustrations. The boundaries of the section, section equivalent, or FSA FSN must be easily identifiable by the insurance provider without using survey instruments or locating survey markers.

- (f) Acreage on which the planting pattern continues into adjacent sections, section equivalent, or FSA FSN cannot be divided unless a written agreement is provided for this purpose by the FCIC RSO. (Planting pattern means the original planting, including any reseeding/replanting. Cultivating, disking, mowing, etc., between sections, sections equivalents, or FSA FSN's after planting or harvesting do not qualify the acreage for optional units.) See Exhibit 2 of CIH for examples.
- (g) If both irrigated and non-irrigated practices are carried out, separate optional units within a single section, section equivalent, or FSA FSN may be established for each practice, provided the crop planted on irrigated acreage does not continue into the nonirrigated acreage in the same rows and/or planting pattern and proper planting and fertilization practices are carried out on each respective practice. Records of harvested production must also be maintained separately for each practice. (Cultivating, disking, mowing, etc., between the irrigated and non-irrigated acreage after planting or harvesting do not qualify the acreage for optional irrigated and non-irrigated units.)
- (h) Center pivot irrigation systems for all annual crops except rice and crops for which the crop policy does not permit unit division for irrigated and non-irrigated practices..
  - <u>1</u> If the crop's planting pattern continues between the nonirrigated portion(s) of the field and the portion of the field irrigated by a center pivot irrigation system AND separate records of the non-irrigated and irrigated acres ARE NOT provided (separate approved APH yields not calculated):
    - a The acres and production from the non-irrigated corners of a field planted to the insured crop must be included in ←NACAT)

(NACAT→	the irrigated acreage. A separate line entry for a non- irrigated practice is not required on the acreage report for the corners of the field when they are considered to be irrigated.
	b If planted acreage extends beyond intersecting lines drawn at right angles to the radius of the center pivot, such acreage is non-irrigated, the insured is not eligible for an optional non-irrigated unit even if there are other separate non-irrigated fields in the section (section equivalent). The non-irrigated acreage beyond the intersecting lines will require a <b>separate</b> :
	i APH for non-irrigated acreage, and
	<ul> <li>line entry as non-irrigated on the acreage report (will be the same unit number as the irrigated acreage).</li> <li>Include any other non-irrigated acreage from other fields in the section (or section equivalent).</li> </ul>
<u>2</u>	If separate records of acreage and production ARE provided for the non-irrigated corner(s) of a field planted to the insured crop AND the portion of the field irrigated by a center pivot irrigation system and the planting pattern continues between the non-irrigated and irrigated portions of the field:
	a two practices will have been considered as carried out;
	b the acreage is not eligible for separate units;
	c separate APH's are required;
	<u>d</u> separate line entries (under the same unit number) are required on the acreage report; and
	e irrigated acreage is limited to the acreage contained in the center pivot irrigation system.
<u>3</u>	<b>Optional Non-irrigated Unit(s)</b> . When the corners of a field planted to the insured crop are considered to be irrigated acreage contained in a center pivot irrigation system:
	Non-irrigated acreage in the same section, section equivalent or FSA FSN <b>that does not continue</b> into the irrigated acreage (including corners considered to be irrigated), may qualify for optional units when all other optional unit requirements are met. Thus, the above describes one optional irrigated unit and one optional non-irrigated unit if all other qualifiers are

met.**←NACAT)** 

## (NACAT→ (i) When Optional Units Are Established

- 1 For crops that require production reports and that are eligible for optional units, insureds must qualify for optional units at the time the APH form is completed and signed by the insured. However, insureds may make the final determination of whether optional units or basic units will apply at the time the acreage report is submitted.
- 2 For all other crops that do not require production reports but are eligible for optional units, optional units are established at the time the acreage report is submitted.
- (3) Tobacco (Guaranteed Production)

Tobacco acreage of an insurable type that would otherwise be one unit, as defined in D (1) (basic units) may be divided into more than one unit if for each proposed unit:

- (a) the insured maintains written verifiable records of planted acreage and harvested production for at least the previous crop year and production reports based on those records are filed to obtain an insurance guarantee; AND
- (b) acreage planted to insurable tobacco is located on land identified by separate FSA FSN's, provided the:
  - <u>1</u> boundaries of the FSA FSN are clearly identified and the insured acreage is easily determined; and
  - <u>2</u> tobacco is planted in such a manner that the planting pattern does not continue into an adjacent FSA FSN.
- (4) Cranberries

For cranberries, further division of a basic unit is permissible, provided that the requirements in D (2) of this paragraph are met, and that each unit's insured acreage is located in separate tracts of noncontiguous land. "Contiguous Land" may be defined as "any separate tracts of land owned and/or operated by the insured, whose boundaries touch at any point." Land that is separated by a public or private roadway, waterway, or irrigation ditch is considered as contiguous.

## E Unit Structures for Dry and Contract Seed Beans

- (1) BASIC UNITS. Acreage planted to dry beans and contract seed beans are separate basic units. For dry beans and contract seed beans a basic unit is all insurable acreage of dry beans in the county in which the insured has a:
  - (a) 100 percent share, or
  - (b) is owned by one entity and operated by another specific entity on a share basis.
- (NACAT→ (2) OPTIONAL UNITS. Basic units determined in A above may be further divided into optional units by:
  - (a) Bean Type Shown on the Special Provisions (Dry Beans ONLY). For more information see the CIH
  - (b) Section, Section Equivalent, or FSA FSN (Dry Beans or Contract Seed Beans IF the contract specifies the number of acres under contract)
  - Irrigated and Non-irrigated Practices (Dry Beans or Contract Seed Beans IF the contract specifies the number of acres under contract)
  - (d) Written Unit Agreement (Dry Beans or Contract Seed Beans IF the contract specifies the number of acres under contract)

Note: Optional units are not available for contract seed beans grown under a seed bean processor contract that specifies ONLY an amount of production

F Units by Written Agreement

If basic and optional unit requirements are not consistent with good farming practices for the acreage involved, special optional units, on a limited basis, may be requested from the FCIC RSO in the form of a written agreement. Written unit agreement requests must be requested on or before the applicable acreage reporting date for the crop and received in the FCIC RSO no later than 20 calendar days after the acreage reporting date for the crop.

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#### 58 (RESERVED

#### SECTION 6 USDA FARM PROGRAM COMPLIANCE

#### \* \* \*

#### 60 CONTROLLED SUBSTANCE VIOLATION

Under the Food Security Act of 1985, any person who is convicted under Federal or state law of planting, cultivating, growing, producing, harvesting, or storing a controlled substance in any crop year will be ineligible for USDA benefits, including crop insurance, for 5 years from the date of conviction.

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## SECTION 7 HAZARDS CONNECTED WITH PESTICIDES OR OTHER CHEMICAL SUBSTANCES

### 62 PESTICIDE OR OTHER CHEMICAL SUBSTANCE HAZARDS

- A <u>General Information</u>. Most all pesticides have a period of time that must lapse after they have been applied before it is safe to enter the treated field without wearing protective clothing and equipment. Normally, this is at least the time necessary for sprays to dry and dusts to settle (8-48 hours). Material Safety Data Sheets (MSDS) contain pertinent detailed information about specific chemicals including health hazards, emergency and first-aid, and the safe re-entry period after a chemical has been applied. Some USDA field offices such as FSA and NRCS house MSDS's. Other local agencies may have these data sheets for possible use. In addition, each state has a poison control center which normally carries a toll-free number and maintains a 24-hour consultant service in the diagnosis and treatment of human illnesses resulting from toxic substances. Check with NRCS or FSA for MSDS's or other literature pertaining to pesticide or chemical hazards.
- B <u>Prior to Inspection</u>. At the time the appointment is set up, ask the insured or the insured's representative if the field, orchard, or vineyard to be entered has been treated with pesticides or other chemicals. If the field, orchard, or vineyard is to be treated or has been treated within this time period, reschedule the appointment(s) and document the visit accordingly.

## 63 (RESERVED)

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## SECTION 8 FSA OFFICE

#### 65 FSA INFORMATION

#### A <u>Background</u>

- (1) It is necessary for adjusters to use certain information/documents from the FSA office in order to verify and/or determine data for loss adjustment inspections if it has not already been done by a previous inspection for the crop year.
- (2) If you are adjusting for a Company, identify yourself, the Company you are adjusting for, and state the purpose of your visit when you visit a FSA office.
- (3) The FSA County Office will provide, without charge to reinsured company adjusters, the following, when requested for MPCI insureds: FSA-423, -424, or -425; (reproduced copies of FSA-476, FSA-578 when the FSA-423 and -424 are not available), aerial photocopies, and copies of other forms available to the public. See Exhibit 10.

#### 66 INFORMATION REQUESTS

A <u>Requesting Forms, Maps, Documents, Etc.</u>

Most FSA offices will require that requests be made on an FSA-426, MPCI/FCIC Information Request Worksheet (Exhibit 10). The FSA-426 is a self-explanatory form that was designed to provide uniformity for processing crop insurance information, and as a measurement tool to record the number of requests.

B <u>How requests are submitted</u>

The FSA-426 may be mailed, faxed, or submitted in person.

C When the FSA-426 should be submitted

Most FSA offices will require that the FSA-426 be submitted in advance of filling the request. FSA's turnaround time to fill requests is normally 24-48 hours. Because of this, it is best to submit the request as soon as possible after receiving the notice of damage.

D Who submits the FSA-426

There is no set procedure on who submits the FSA-426. It can be submitted by the agent, adjuster, supervisor, etc. Each insurance provider should implement a plan that will work best for them.

## E <u>Untimely filled requests</u>

FSA offices should have the requests filled within 24-48 hours of the receipt of the request. If an FSA office continually takes longer than this, notify your supervisor. The insurance provider will notify the applicable RSO of the situation. The RSO will contact the applicable FSA State Office to try to resolve the problem.

## 67 FSA-423, FSA-424, and FSA-425

- A <u>General Information</u>. The following forms are computer generated forms that FSA created for use by FCIC and the Companies. See Exhibit 10 for examples.
  - (1) The FSA-423 is used in place of the FSA-476.
  - (2) The FSA-424 is used in place of the FSA-578.
  - (3) The FSA-425 is form which contains quota information for quota tobacco and peanuts.

## B <u>Abbreviations/codes</u>

Exhibit 10 contains some of the codes that may be found on aerial maps. See Exhibits 11-12 for a list of abbreviations and codes that may appear on the FSA-423, -424, -425, -476, and -578. Use these exhibits to define the codes.

\* \* \*

## 68 VERIFICATION MATERIALS/INFORMATION

- A <u>Materials/Information</u>. The following FSA office material and information can be used to verify data and to make determinations.
  - (1) Aerial photo maps and other required forms or data
  - (2) Existing acreage figures
    - (a) Identification of permanent fields
    - (b) Certified acreage shown on the FSA-424 (FSA-578, if the FSA-424 is unavailable) for the current crop year (It may be used for "Determined Acres" as outlined in PAR. 90.)
    - (c) FSA-measurements which the insured obtained through FSAmeasurement service (Measurements may be used as "Determined Acres" for loss adjustment purposes as outlined in PAR. 90.)
    - (d) Identification and measurements obtained from large-scale aerial photo maps (See PAR. 90 regarding "Determined Acres.")

(e) Crop-land acres from the FSA-424 (or -578 when the FSA-424 is unavailable) to use in calculating eligible prevented planted acreage (See PART 6 for prevented-planting procedures.)

\* \* \*

- (3) Insured's entity recorded with FSA to compare against entity recorded with the insurance provider for crop insurance purposes (The entities should agree; if they do not, further research is needed to establish the correct entity.) Also see PAR. 18.
- (4) Insured's share reported on FSA-424 (or -578 when the FSA-424 is not available) (used to compare with share reported to the insurance provider for insurance purposes) See PAR. 17.
- (5) The FSN and/or legal description of land (used to compare FSN and legal descriptions recorded on the insured's acreage report and any other crop insurance document where it is pertinent, such as APH forms, etc.)
- (6) Program Yield (Established Yield) on the FSA-423 (FSA-476 if the FSA-423 is unavailable (used in establishing T-yields to establish APH yields as outlined in the CIH)

\* \* \*

- (7) Information from FSA-425 (peanut or tobacco marketing cards if information cannot be obtained from FSA-425) is needed to complete claims (See crop handbooks for information needed.)
- (8) Information from the FSA-1007, Inspection Certificate and Sales Memorandum (needed to complete peanut claims) (See crop handbook for information needed)
- \* \* \*
- (9) Any other information that may be helpful or is needed or required in procedures for determinations or verification purposes
- 69 (RESERVED)
- 70 (RESERVED)

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## PART 3 ON-THE-FARM INSPECTION

## SECTION 1 TYPES OF INSPECTIONS

#### 71 GENERAL INFORMATION

There are only two types of inspections: indemnity inspections and special contract services inspections.

#### 72 INDEMNITY INSPECTION - PRELIMINARY

- A <u>When Required</u>. Preliminary inspections are required when insureds give notice of damage before the time of harvest, to replant, or to obtain consent to put acreage to another use. Be aware that:
  - (1) Written consent must not be given until you are satisfied that:
    - (a) It is too late to replant to the same crop (winter and spring types are considered the same crop - see exception for spring crop planted in counties having only winter types in PAR. 176 A (3). See PAR. 176 for definition for "Practical to Replant" and for crop policy/provisions requiring processor contracts.
    - (b) It is possible to make an accurate appraisal of potential production. Certain types of damage or conditions require delays in appraisals;
      e.g. frost, freeze, hail, crop is still in dormancy, etc. See PAR.'s
      97 and 99 for details. Appraisals must represent the maximum potential production that could be expected with normal weather conditions and proper crop care from the time of the appraisal through the completion of harvest.
  - (2) Written consent to put acreage to other use is considered given by the insurance provider when acreage has been appraised and when the insured and adjuster sign the claim with such appraisal. HOWEVER:
    - (a) If the acreage HAS NOT been put to other use and the acreage is harvested, the insurance provider reserves the right to make a determination based on harvested production rather than the appraised potential production.
    - (b) The acreage can be re-appraised if harvest becomes general in the county (area) or additional damage occurs.

- C <u>During the preliminary inspection inform the insured that</u>:
  - (1) If acreage is put to another use without written consent, an appraisal will be assigned for such acreage of no less than the amount of the production guarantee. This may result in no indemnities being paid, but (NACAT→ premium will be charged. ←NACAT)
  - (2) When prior written consent is given and the acreage is not put to another use before harvest, or the acreage is harvested, the indemnity will be determined without regard to the written consent or appraisal made. (Replanting to the same crop under any practice is not putting the acreage to another use. See PAR. 176 A(3) for exception.)
  - D Evidence of Not following a Good Farming Practice. Growing season or preharvest inspections will be made when prior year experience with the insured indicates a tendency for not following recognized good farming practices or uninsured causes of loss. When appraisals are made for an uninsured cause and/or not following recognized good farming practices, the insurance provider will initiate further inspections. See Exhibit 26 for GSI (Growing Season Inspection) completion instructions.
- E <u>Claim Completion Instructions</u>. Refer to individual crop handbooks for information to complete a preliminary claim for indemnity.
- F <u>Prevented Planting or Late Planting Instructions</u>. For specific instructions regarding preliminary inspections involving prevented planting or late planted acreage see PART 6.

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## 73 REPLANT PAYMENT INSPECTION AND CERTIFICATION

- A <u>General Information</u>
  - (1) There are two types of replant inspections, on-the-farm replant inspections and self-certification replant inspections. At the discretion of the insurance provider, the self-certification replant inspection may be used for certain crops with 50 gross acres (before share) per unit or less to be replanted. The self-certification replant program allows an insured consent to replant and receive replanting payments without a crop inspection. If there is any reason to suspect that the insured will misrepresent information regarding the replanting claim, an on-the-farm replant inspection should be conducted.
  - (2) For specific replanting questions general to replanting requirements (also includes crops to which a replanting payment is not applicable) refer to PAR. 176.

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- B <u>On-the-Farm Replant Inspection</u>
  - (1) The insurance provider, upon receiving the notice of damage, will assign the claim as a Preliminary Inspection. The adjuster will determine at the time of inspection if it is a final inspection.
  - (2) The adjuster upon field inspection will determine if the unit qualifies for a replanting payment based on the provisions of the individual crop policy or endorsement.
  - (3) See individual crop handbooks for completion instructions for preliminary and final replant claims.
  - (4) Decisions regarding whether or not the unit qualifies for a replant payment will be made on the basis of:
    - (a) The Date of the Initial Planting

Crop acreage planted earlier than the initial planting date specified in the ADB is not eligible for a replanting payment. However, if acreage is replanted after the earliest planting date, and then this acreage is replanted a second time, the acreage replanted a second time may be eligible for a replant payment.

- (b) The Acreage Damaged
  - The acreage to be replanted must be at least the lesser of 20 acres or 20 percent of the unit insured acreage (10 acres or 10 percent for peanuts). (This is not applicable to forage seeding.)
  - <u>2</u> If this determination cannot be made because additional insured acreage on the unit is to be planted and the minimum may not be met, consent to replant may be given, but the replant claim is to be handled as a preliminary replant inspection as instructed in the appropriate crop handbook and below.
- (c) An appraisal of Potential Production
  - <u>1</u> For canola, corn, dry beans, grain sorghum, soybeans, sugar beets in all states except Arizona and California for the 1997 crop year, sunflowers, and winter wheat: potential production cannot equal or exceed 90 percent of the insured's per-acre guarantee (final stage guarantee for sugar beets).

(NACAT→	<u>2</u>	For peanuts, popcorn, sugar beets for 1997 crop year in
		Arizona and California, and rice: potential production cannot
		exceed 90 percent of the insured's per-acre guarantee.

- <u>3</u> For fresh market dollar plan tomatoes, fresh market guaranteed production plan tomatoes, and peppers, the damaged crop must have sustained a loss in excess of 50 percent of the stand.
- 4 For fresh market sweet corn, the damaged crop acreage must have sustained a loss in excess of 25 percent of the stand.
- 5 For forage seeding, fall-seeded acreage must have less than 75 percent stand. Reseeding is in the next succeeding spring by the final spring planting date.
- (d) A previous replanting payment must not have been made on the same acreage for the same crop year.
- (5) If the unit qualifies for a replant payment, the notice will be changed from a preliminary notice to a FINAL notice (Final replant claim) utilizing a Certification Form (Exhibit 15).
- (6) An acreage report must be submitted with the final replant claim, if not previously submitted. If the acreage report is revised for the replant units after submission of a replanting payment (final) claim, a corrected claim must be submitted with the revised acreage report.
- (7) A Certification Form cannot be accepted until the ENTIRE unit has been INITIALLY PLANTED. The adjuster must have the completed certification form (by personal contact or otherwise) prior to signing the claim form.
- (8) Certification Form spot-checks should be conducted regularly by the adjuster, prior to and in addition to quality assurance reviews. The insurance provider will determine the number of reviews to be conducted. Any questionable Certification Form should always be reviewed.
- (9) If the unit did not qualify for a replant payment but later has a routine final claim filed, the original preliminary inspection entries should be reviewed and corrected as necessary. Any claim with stage entries for both replant and final claims WILL BE REJECTED.

- (NACAT→ (10) Replant payments, as determined by individual crop policy, endorsements, or crop provisions, will be based on the insured's actual cost per acre not to exceed the amount specified by individual crop policy, endorsement, or crop provisions.
  - (a) The Canola/Rapeseed, Coarse Grains, and Sunflower Provisions allow that if more than one person insures the same crop on a share basis, a replanting payment based on the total shares insured by the insurance provider may be made to the insured person who incurs the total cost of replanting. Payment will be made in this manner only if an agreement exists between the insured persons which requires one person to incur the entire cost of replanting or gives the right to all replanting payments to one person. Refer to applicable crop handbooks, specific crop policies or provisions and applicable General Crop or Common Crop Insurance Policy for more information. The amount of the replant payment paid cannot exceed the total sum that each is entitled to receive under the replant policy provisions.

Example: There are three parties sharing in the crop. Each insured has one-third share in the crop. There has been 80 acres replanted. Insured A and B have additional coverage with insured A having a \$5 price election and insured B having a \$3.75 price election. Insured C has CAT coverage. Insured A incurs the total replant costs and there is an agreement between all parties for insured A to receive a replanting payment based on the total shares. Say, in accordance with the replant provisions for the crop, the maximum amount that each individual can receive is as follows:

Insured A:	8 bu. X \$5 price election X 80 acres X .333 share = \$1065.60 (rounded to \$1066.00)
Insured B:	8 bu. X \$3.75 price election X 80 acres X .333 share = \$799.20 (rounded to \$799.00)
Insured C:	\$0.00. No payment is allowed on insured C's share since replant payments are excluded from CAT coverage.

The maximum replant payment that insured A is entitled to receive is 1865.00 (1066.00 + 799.00 + 0.00).

(11) If the insured replants the acreage to a different planting practice, the crop will continue to be insured under the practice originally planted and reported even when the crop is replanted by a practice that was uninsurable as an original planting. (This is not applicable to such practices as irrigated, non-irrigated, staked tomatoes, ground tomatoes, etc.; they are considered **production** practices rather than **planting**. (**-NACAT**)

- (NACAT→ practices. This is also not applicable to skip-row planting patterns for cotton.) If the insured files a claim for indemnity, the practice originally reported will be entered in the appropriate column for practice on the claim form, and the replanted practice will be documented in the narrative.
  - (12) Some crop provisions have a liability limitation when the crop is replanted by a practice that was uninsurable as an original planting. Specific claim preparation instructions will be found in the applicable crop handbooks.
  - (13) For all crops having replant provisions, except for forage seeding, the following provision is contained in the replant payment provisions in the basic provisions (or stand alone policy, if applicable). "If the information reported by the insured on the acreage report results in a lower premium than the actual premium determined to be due based on the acreage, share, practice, or type determined actually to have existed, the replanting payment will be reduced proportionately." To accomplish this, the insurance provider will apply a Premium Adjustment Factor at the end of the replant payment calculation.

### C <u>Self-Certification Replant Inspections</u>

- (1) General Information
  - (a) If authorized by the insurance provider, the self-certification inspection can be used on the following crops provided replanted acreage will be 50 gross acres (before share) or less on a unit and the unit acreage qualifies for a replanting payment in accordance with policy/endorsement replanting provisions.

Corn	Dry Beans	Popcorn
Soybeans	Grain Sorghum	Sugar Beets
Peanuts	Sunflowers	

- (b) No provisions of the contract are waived. As outlined below, the Self-Certification Replant Worksheet (Exhibit 16) will be used in lieu of the on-the-farm-visit and in place of the Certification Form. The APPROVED Self-Certification Replant Worksheet constitutes the insurance provider's determination that all replanting payment requirements are considered to have been met.
- (c) To claim a replanting payment, the insured must give notice of damage to his/her insurance provider prior to obtaining consent to replant without an inspection. (The agent CANNOT give consent to replant without an inspection.) The insurance provider upon receiving the notice of damage will prepare the claim form as a Preliminary Notice.

- (NACAT→
   (d) A Self-Certification Replant Worksheet is mailed to the insured when insurance provider consent is given to replant. A form letter provided by the insurance provider which highlights the insured's requirements will be attached to the worksheet.
  - (2) Prior to mailing the Self-Certification Replant Worksheet to the insured, the adjuster will:
    - (a) Contact the insured to determine if the insured's damaged acreage to be replanted is 50 gross acres or less and if the unit acreage will qualify for a replanting payment.
      - <u>1</u> Unit replanting acreage qualifications are based on the same qualifications as in subparagraph B (4) (a)-(d) above.
      - <u>2</u> If this determination cannot be made because additional insured acreage on the unit is to be planted and the minimum may not be met, consent to replant may be given, but handle as a preliminary replant inspection with an on-the-farm visit.
      - <u>3</u> Refer to subparagraph B (9) above if the unit does not qualify for a replanting payment at this time.
      - <u>4</u> Damaged acreage appraisals will be based on the insured's judgment that the potential production from the damaged acreage will not exceed the amount stated in the applicable policy. Obtain the insured's estimated yield per acre to determine this, and enter in item 18 of the worksheet. The insured must certify to this information by completing and signing the worksheet.
    - (b) Complete as many items as possible from information obtained from the insured's file folder information and/or from the insured. Circle the uncompleted items that are to be completed by the insured. (Completion instruction are included in Exhibit 16.)
  - (3) The insured is to be advised
    - to review the worksheet items completed by the adjuster, line through any incorrect information, insert the correct information, and initial any changes;
    - (b) to complete the circled uncompleted items on the worksheet (upon replanting the acreage), sign and date, and immediately return the completed worksheet to the person/office instructed by the insurance provider;
    - (c) to submit a copy of receipts to support his/her actual replanting cost; ←NACAT)

- (NACAT→ (d) that further notification is required if additional acreage will need to be replanted;
  - (e) that a crop inspection is required at any time the total (cumulative) replanting payment acreage will exceed 50 gross acres for a unit;
  - (f) that the acreage replanted in EXCESS of 50 gross acres for a unit WITHOUT a farm visit and a crop inspection by us, WILL NOT be eligible for a replanting payment;
  - (g) that a random review will be conducted on self-certification replants;
  - (h) that the replant payment cannot be processed until ALL acreage for the unit has been planted, and the insured reports the unit acreage to his/her agent; and
  - (i) that it's the insured's responsibility to report ALL other acreage planted for all insured crops to his/her agent prior to the acreage reporting date for the crop and county.
  - (4) A Self-Certification Replant Worksheet cannot be approved until the entire unit has been initially planted.
  - (5) The adjuster (or other authorized employee) will review the insured's completed worksheet and attached receipts to verify eligibility for a replanting payment in accordance with policy/endorsement provisions (see subparagraph B(4) above and B(9)-(10) and any procedural restrictions for self-certification before signing and dating the completed worksheet.
  - (6) For the applicable replant unit(s), compare the reported acres, practice, etc., shown on the acreage report against the acres, practice, etc., shown on the replant worksheet.
    - (a) If there is a discrepancy in acres and/or practice which would result in a lower premium when the replant claim is processed, contact the insured to clear up the discrepancy or make an on-the-farm visit to determine the acres and/or practice. If an on-the-farm-visit is not made, the insured must be in agreement with the reduction in premium as a result of the reduced acres or different practice.
    - (b) The insured should understand that if the liability is reduced as a result of the information on the replant worksheet and the acres/practice determined at final loss time results in a greater liability than the unit liability established by the insured on the replant worksheet, the unit liability at time of final loss will be held to the unit liability reported for the replant claim. Also, any production from any underreported and/or unreported acreage will count against the adjusted guarantee. ←NACAT)

- (NACAT→ (7) If an initial acreage report has not been previously submitted and processed by the insurance provider, it must be submitted and processed before the replant claim can be processed.
  - (8) If the acreage report HAS NOT been received by the agent by the acreage reporting date, but the Self Certification Replant Worksheet was received prior to that date; the acreage on the replant worksheet will be considered the timely reported acres for the crop. Contact the insured and do a field inspection.
    - (a) Determine all insured and uninsured acreage for the unit(s) for which a replant payment has been claimed, and prepare an acreage report accordingly.
    - (b) Any insurable acreage not reported on the replant worksheet at this time is considered late filed and will require a crop inspection to determine if such acreage will be accepted or rejected, as outlined in PAR. 150.

NOTE: If crops other than the crop reported on the worksheet has not been reported by the final acreage reporting date, the insurance provider will determine whether the inspection will include determinations for a late-filed acreage report for the unreported crop(s). For example, the acreage reported on the Self-Certification Replant Worksheet was for soybeans; however, the insured has a policy for corn and grain sorghum but failed to timely report the acres for these two crops.

- (9) If the acreage report is revised after submission of a replanting payment (final) claim, a corrected claim must be submitted with the revised acreage report if it affects the replant unit.
- (10) After confirming that the insured acreage for the unit is eligible for a replanting payment, and any discrepancy on the acreage report and replant worksheet have been resolved:
  - (a) Change the notice from a Preliminary to a Final Replant Claim.
  - (b) Transfer the information from the worksheet to the claim form in accordance with completion instructions in the crop handbook for replanting payments, with the exception of obtaining the insured's signature. Enter "See attached" on the line for the insured's signature, and enter the same date the insured signed the worksheet.
  - (c) Attach the worksheet original and receipts to the insurance provider's copy of the claim form.
  - (d) Attach a copy of the worksheet to the insured's copy of the claim form. ←NACAT)

- (NACAT→ (11) Self-Certification Random Reviews
  - (a) Insurance providers are to establish a system to monitor the disposition of self-certification replant worksheets, and implement a random review of not less than 10 percent of the replanted policies based on the self-certification inspections.
  - (b) Random reviews are to be assigned and completed prior to processing the Replant Claim for payment. These reviews must have priority above all other reviews.
  - (12) If there is any reason to suspect misrepresentation by the insured this type of inspection should not be used.

### 74 PURPOSE OF THE CERTIFICATION FORM

A <u>Uses of the Certification Form</u>

Use the Certification:

- (1) (NACAT→ To waive another farm visit for replant payment; ←NACAT)
- (2) When ALL the acreage on a unit has been appraised to be put to another use, and it is expected that the insured's intentions for such other use will not change;
- When mature appraised or harvested production with applicable quality adjustment is declared zero value (due to insured causes). (See PAR. 107 G for zero value harvested production);
- When production records are not readily available, for certain crops (see PAR. 77); or
- (5) When the crop can never be mechanically harvested. The insured must sign a certification statement on this form as instructed in PAR. 97.
- (6) When the requirement to destroy the crop before indemnification is waived, the insured must sign a certification statement on this form as instructed in PAR. 177.
- B <u>When Insured is to Return Certification Form</u>. The insured returns the Certification Form to the person or office designated by the insurance provider when, as applicable:
  - (1) the acreage has been replanted,
  - (2) put to another use,

- (3) the production with zero value, as described in A (3) above, (due to an insurable cause) is destroyed, or
- (4) the production records have been received as indicated in A(4) above.
- C <u>Adjuster Review of Returned Certification Form</u>. When the insured signs and returns the Certification Form with a proper indication of "Replanted" or "Other Use" of the acreage, review all data on the Certification Form and claim.
  - (1) If all data on the Certification Form and the claim agree, the adjuster signs the claim form. (The claim will have been prepared as a "Final" during the appraisal inspection, and signed by the insured.)
  - (2) If any data on the Certification Form and the claim do not agree, the adjuster MUST NOT sign the claim form. The adjuster will make another farm visit. If, during the subsequent farm visit, the adjuster still does not agree with the information on the claim, the claim will be voided and a new claim prepared based upon the facts found on the farm visit.

NOTE: In the case of mycotoxin-infected production that the insured is required to destroy under Federal or State laws, another farm inspection is required to verify that the production has been destroyed. (The affected production should be destroyed in accordance with any applicable Environmental Protection Agency regulations.) See PAR. 178 for information pertaining to mycotoxins.

- D <u>Number of copies prepared?</u> Prepare an original and two copies (Exhibit 15) of the Certification Form by unit.
- E <u>Prepare the Certification Form upon completion of</u>:
  - (1) **(NACAT**  $\rightarrow$  The replant inspection (for a replant payment)  $\leftarrow$  NACAT), or
  - (2) The "final" inspection when:
    - (a) the entire unit is to be put another use;
    - (b) the production is to be destroyed when due to insurable causes, the production with applicable quality adjustment has been declared to have zero value;
    - (c) a mature crop is considered to have zero appraisal due to the crop being damaged, by insurable causes, to the extent that it can never be mechanically harvested (see PAR. 97 H);
    - (d) production records are unavailable from the processor, gin, etc., at the time of the field inspection (see PAR. 77); and
    - (e) the requirement to destroy acreage prior to indemnification is waived due to wind and soil conditions as indicated in PAR. 177.

F <u>Claim Form Completion Instructions</u>. Refer to the individual crop handbooks.

## 75 INDEMNITY INSPECTION - FINAL (INCLUDING NO INDEMNITY DUE CLAIMS)

A final inspections must be made in order to document production, acreage, insured and uninsured causes of loss, and all other pertinent entries to determine the amount of indemnity, unless the notice has been withdrawn or cleared.

- A <u>Field visit</u>. To make adequate determination, actual visits to the field(s) where the crop is/was grown must be made.
- B <u>Information to Consider</u>. Consider information from preliminary inspections, and review the determinations of any previous inspection(s), if any.
- C <u>Additional Determinations</u>. Make additional determinations as required to establish the amount of production and loss, if any.
- D <u>Procedures</u>. Refer to specific areas of this handbook for more information regarding determinations of total production, acreage, appraisals, insured/uninsured causes, shares, etc. Refer to PART 6 for claims involving late or prevented planting acreage.
- E <u>Comparison of Representative Strip Production to Harvested Production</u>

Use representative strips that are left to determine whether harvested production is comparable to production in the strips.

- (1) If there is a large discrepancy between harvested production and production within the strips, obtain all pertinent information needed; however, DO NOT sign the claim(s) at this time. Contact the next level of supervision (as designated by the insurance provider) for assistance in completing these cases. If necessary, controversial claims will be prepared (some insurance providers use Non-Waiver Agreements rather than controversial claims). See PAR. 156.
- (2) In the event representative strips are comparable to harvested production and the representative strips do not represent a significant portion of the insured acreage, the acreage strips will be considered as harvested; however, no production from the strips will be counted. The insurance provider has the authority to develop guidelines for determining the portion of the insured acreage involved for representative strips which would be considered "significant." IF the strips represent a "significant" amount of the acreage, the production from the amount of acreage that is excessive will be included in the production to count.
- (3) If the representative strips have not been left or have been destroyed prior to the inspection, determine if production is reflective of crop residue and conditions in the area. If you are satisfied the production to count is reasonable, prepare the claim accordingly. If production to

count is not reflective of crop residue and area conditions, refer the case to the next level of supervision (as designated by the insurance provider) for assistance in handling. (In some cases, this may be grounds for rejection of the claim by the insurance provider in accordance with the applicable individual crop policy or General Crop Insurance Policy (or Basic Provisions) and crop endorsement or crop provisions.)

F <u>Review Prior Determinations</u>. Review the determinations of any inspection giving written consent for other use of a part of the total acreage in a unit. If the earlier inspection was incomplete or the information is incorrect, explain in narrative of the claim form or submit documentation on a Statement of Facts.

### G Claims of Persons Affiliated With MPCI Program

If the claim is filed by any FSA, FCIC, or insurance provider employee; or loss adjustment contractor, agent, or anyone directly affiliated with FSA, FCIC or an insurance provider; the claim must be reviewed by the insurance provider (or other disinterested party assigned by the insurance provider) prior to payment of the claim. Generally, the insurance provider will accompany the adjuster on the initial loss adjustment inspection and will conduct the review at the same time. If it is not known prior to the loss adjustment inspection that the claim is for an employee or any other person described herein, the adjuster is to notify the next level of supervision immediately so that an insurance provider representative has the opportunity to accompany the adjuster during the inspection.

#### H <u>DO NOT finalize claims until</u>:

- (1) You are satisfied with all determinations, including but not limited to:
  - Total disposition of the crop.
  - Value (or reduction in value (RIV), if applicable) of the crop needed for quality adjustment purposes. Special care must be given when there are zero value (1.000 RIV) offers (or non-marketability) in a local area or extremely low market price (or extremely high RIV, if applicable) for the crop in the local marketing area (See PAR. 107 G.), and
  - The insured's Certification Form, if applicable, has been received and verified. See PAR. 74.
- I <u>Indemnity Due</u>. If an indemnity is due, refer to the individual crop handbooks for procedure in completing the claim.
- J <u>"No Indemnity Due Claims"</u>
  - (1) "No Indemnity Due" claims must be verified by an APPRAISAL or NOTIFICATION from the insured that the production exceeded the guarantee.

(2) If it is determined that NO INDEMNITY IS DUE during an inspection, complete the inspection and record all pertinent information on the claim as instructed in the crop handbook. (NACAT→ Complete a Statement of Facts stating whether the claim should be processed because of reduction in premium. ←NACAT)

For COMPANIES: The adjuster may complete and have the insured sign a "Withdrawal of Claim NCIA-M920 or other FCI approved "Withdrawal of Claim" form" rather than prepare a "No Indemnity Due" claim.

\* \* \*

### 76 INDEMNITY INSPECTION (FINAL) - END OF THE INSURANCE PERIOD

- A When the end of the insurance period has been reached, a final inspection is required as soon as possible unless through Product Development Division and Insurance Services the RSO authorizes insurance providers to allow additional time for harvest because of insurable perils (listed in the policy) delaying or preventing harvest of the crop. When such authorization has been provided, follow the instructions below:
  - (1) If harvest completion was delayed due to an insurable cause occurring within the insurance period, any subsequent damage to the crop, due to the insurable causes specified in the contract, is covered provided that it is determined on a case-by-case basis that the insured has:
    - (a) complied with the notice of damage or loss requirements identified in the policies and administered in accordance with the loss adjustment procedures, and
    - (b) made every reasonable attempt to harvest the crop timely and properly.

NOTE: This does not include a mature crop that could have been harvested by the calendar date for the end of the insurance period but was not because the insured was waiting for the moisture to decrease to avoid drying costs. In such cases, appraise the crop and finalize the claim as soon as possible after the calendar date for the end of the insurance period.

- (2) The calendar date for the end of the insurance period is NOT extended. Rather, the insured is given additional time to attempt to harvest the crop in order to settle any loss on the basis of harvested production.
- (3) In the above circumstances, any subsequent and unavoidable loss of production caused by insurable causes is to be considered as an unavoidable loss resulting from the original insurable cause which prevented the timely harvest of the crop. Any avoidable loss of production is to be charged as an appraisal against the guarantee.

- (4) The insured is expected to harvest the crop if a window of harvest opportunity arises. If the insured had the opportunity to harvest and failed to do so, insurance providers are to appraise the acreage and finalize the claim based on the appraisal. Damage occurring after the producer had an opportunity to harvest is uninsurable.
- (5) Verify and document that damage resulted from insured causes occurring during the insurance period (as clarified in A (3) above). Items to include (but not limited to) are the following:
  - (a) Specific variety planted.
  - (b) Planting date.
  - (c) Length of normal growing season needed for the insured crop variety.
  - (d) Insurable causes preventing timely harvest and dates of occurrence.
  - (e) Area conditions, surrounding producers' situations, percent of harvest completion in the area, the adequacy of the insured's harvest equipment and efforts to harvest, and windows of harvest opportunity.
  - (f) The rationale for establishing the portion of the loss resulting from causes which occurred during the insurance period and any appraisals for uninsured causes.
  - (g) The following is to be used if the insurance provider wishes to further document that the insured was informed of the above. Copy of notice sent to the insured outlining the insured's responsibility to mitigate the damage by harvesting at first opportunity, and informing the insured that if a window of harvest opportunity occurs and harvest does not occur, appraisals will be assessed for failure to follow recognized good farming practices.
  - (h) Photographs, video, etc., if they will conclusively verify the reasons that the crop could not be harvested by the end of the insurance period.
- (6) If a loss is anticipated and acreage remains unharvested, perform an inspection on the unharvested acreage in the unit as soon as possible after the calendar date for the end of the insurance period. Although it is preferred to provide the insured reasonable opportunity to harvest the crop and to settle losses on the basis of harvested production, very few claims should remain to be finalized beyond 60 days after the calendar

date for the end of the insurance period. Such cases will require extensive documentation to support proper payment of the affected claims.

(7) All applicable instructions in paragraph 75 also apply.

### 77 INDEMNITY INSPECTION (FINAL) - DELAYED NOTICE OF DAMAGE OR LOSS AND/OR DELAYED CLAIM

### A <u>Delayed Notice Definition</u>

A DELAYED NOTICE is a notice which is filed after the time required in the policy.

NOTE: If the notice is filed LATER than the time required in the policy for the insured to submit (sign) a claim (generally 60 days after the end of the insurance period), any resulting claim for which the notice was given is a DELAYED CLAIM. See C below.

### B <u>Acceptance of a Delayed Notice</u>

The insurance provider may accept the notice; however, the acceptance of the notice does not constitute approval of the claim. When the notice is accepted, the insurance provider will perform any necessary inspections. When the insured submits a delayed notice, remind the insured of:

- (1) The requirement for filing timely notice of damage.
- (2) The right of the insurance provider to reject any claim if failure to give timely notice affects the insurance provider's ability to SATISFACTORILY establish ALL data needed to properly adjust the claim.
- C Delayed Claims
  - When the insured signs a claim later than the time specified in the policy or endorsement for submitting claims, it is a DELAYED CLAIM. The time specified in most policies (or endorsements) is the earlier of, 60 days after:
    - (a) the total destruction of the insured crop on the unit;
    - (b) harvest of the unit; or
    - (c) the calendar date for the end of the insurance period.

- (2) When the insured signs a claim later than the time specified in the policy or endorsement for submitting claims, and subparagraph (3) is not applicable, remind the insured of the following:
  - (a) The policy provision for submitting a claim within the time specified in the applicable policy or endorsement.
  - (b) The right of the insurance provider to reject any claim if the delayed claim affects the insurance provider's ability to satisfactorily establish all data needed to properly adjust the claim.
- (3) Delayed Claims Due to Unavailability of Production Records

For such crops as almonds, cotton, citrus, hybrid seed, peaches, prunes, walnuts, and occasionally others; production records are not always available at loss adjustment time. This may result in insureds having to sign the claim later than the time specified in the policy. A Certification Form may be used when through no fault of the insured, the production records are not available from the processor, gin, or seed company at the time of loss adjustment. When authorized by the insurance provider, the following instructions will apply:

- (a) Make all determinations possible and complete the claim form without the production records.
- (b) Enter "Certification Form" in the heading of the claim form.
- (c) (FOR FSA ONLY- Enter "C" in item 24 of the claim form.
- (d) Obtain the insured's signature and date. Do not sign or date the claim form during the initial inspection.
- (e) Complete a Certification Form. (See Exhibit 15.)
- (f) Instruct the insured to do the following when the production records are available:
  - <u>1</u> enter "Production Records Available" in the "remarks" section of the Certification Form;
  - <u>2</u> sign and date the form, and
  - <u>3</u> return it to the person/location indicated on the Certification Form or as instructed by the insurance provider.
- (g) Upon receipt of the completed Certification Form; sign, date, and mark the Certification Form indicating a farm visit is required to obtain the production records and for completion of the claim.

- (h) For this type of delayed claim, the Certification Form will be all the documentation required; the instructions in the remaining subparagraphs of PAR. 77 will not apply unless the claim is also a delayed notice.
- D <u>Delayed Claims or Delayed Notices</u> Which Have Companion Contracts That <u>Have Been Finalized</u>
  - (1) Unless you disagree with the findings, use the information from the companion contract to make your determinations. Do not make your determinations until you have reviewed the companion contract and all respective documentation. Enter date and code number on the claim form, but DO NOT sign the claim.
  - (2) Submit a Statement of Facts with the following information and any other information relevant to the case: Do not need include the items in 77 G, except as stated in D (4) below.)
  - (3) State whether you agree with the companion-contract findings. If you disagree, identify any findings that you do not agree with and why.
  - (4) If the companion contract was a delayed notice or a delayed claim, were all the items listed in subparagraph 77 G addressed in the report for the companion contract? Document your findings on any pertinent items omitted. Include a copy of the report initially prepared for the finalized companion contract as part of the documentation.

NOTE: If a companion contract has not been finalized, follow the procedures pertaining to companion contracts found in the crop handbooks; and **if applicable**, **77** B, C, E, F, and G.

- E In an inspection involving a delayed notice or a delayed claim, you DO NOT have the authority to bind the insurance provider to any particular course of action, UNLESS authorized as outlined in C (3) above. If this inspection IS NOT authorized under C (3) above, do not make statements to the insured which could be construed as admitting or denying liability. Inform the insured of the following:
  - (1) Your responsibility is limited to establishing the facts and assisting in the preparation of the delayed claim for consideration by the insurance provider.
  - (2) The insurance provider will inform the insured in writing of the approval or rejection of the claim.

#### F <u>Delayed Notice and/or Delayed Claim Inspection</u>

These instructions do not apply to delayed notices and/or delayed claims involving companion contracts that have been finalized (see 77 D), or for delayed claims involving unavailability of production records (see 77 C (3).

- (1) Follow the loss adjustment procedures for making appraisals, acreage determinations, acreage report information verifications, uninsured causes, etc.
- (2) Complete all claim form entries for which the determination CAN satisfactorily be made, but DO NOT SIGN the claim. If there is any determination that cannot be satisfactorily be determined, do not make an entry on the claim form for that information. Document it as indicated in G below.

#### G Delayed Notice and/or Delayed Claim Report

Document on a Statement of Facts whether or not information necessary to accurately determine the amount of loss is available by addressing the items listed below, and any other pertinent information. Attach the completed Statement of Facts to the claim form and forward to your insurance provider.

- (1) The number of acres of the insured crop, by unit, practice, and type which had been plowed, pastured, or otherwise used after the time the insured was required to give notice of loss under policy provisions.
- (2) Whether all acreage could be accurately identified and whether such acreage was measured or estimated.
- (3) How the actual production was determined, including information as to whether the records of anyone buying production from the insured were examined.
- (4) The cause of loss and how it was possible to establish that all of the loss occurred within the insurance period.
- (5) How appraisals of unharvested, mature production were determined.
- Whether any uninsured causes contributed to the loss, and if so, the methods used in making per-acre appraisals for such causes. (See PAR. 159.)
- (7) How production on the unit compared with that of other farms in the community; include a statement as to whether other insureds or producers on nearby farms incurred similar losses.

- (8) If the insured's reason for delay was inability to harvest timely because of unfavorable weather during the normal harvest period, include the following information:
  - (a) The date when the insured started harvesting this crop, and the date harvest was started on this unit.
  - (b) To what extent neighboring farmers (both insured and uninsured) were able to complete harvest by the calendar date for the end of the insurance period specified in the crop policy or endorsement.
  - (c) Whether the insured owns harvesting equipment and if it was adequate to complete harvest timely under normal conditions. Whether the insured performed custom work in lieu of timely harvesting his/her insured crop.
  - (d) If the insured does not own adequate equipment, document whether:
    - <u>1</u> there were firm, advance custom arrangements, assuring prompt harvest of the crop upon maturity,
    - 2 the insured deferred making arrangements until harvest time, or
    - <u>3</u> the insured depended upon equipment which would not be available until the custom operator completed his/her own harvest or that of other farmers.
  - (e) With readily available equipment and other necessary facilities, the earliest date harvest could have been completed under the weather and soil conditions which existed.

#### H Approval or Rejection

- (1) The insurance provider's approving official will:
  - (a) Approve claims for which the amount of loss CAN be accurately determined.
  - (b) Reject claims for which the amount of loss CANNOT be accurately determined.
- (2) Provide written notification to the insured of approval or rejection of the claim.
- I Approval/Rejection Guidelines

Generally, the amount of loss CANNOT be accurately determined if the insured failed to give the insurance provider the opportunity to examine the

unharvested crop potential or the harvested crop residue. Therefore, usually a claim will be rejected if the crop and crop residue have been removed from the fields prior to loss adjustment inspection. However, if such a claim is approved, it will require extensive documentation to support satisfactory determinations of planting practices, production, etc.

#### 78 CLEARING NOTICES OF DAMAGE OR LOSS (FSA ONLY)

- A <u>Clearance</u>. For crops which an FCI-74 or an FCI-74 T-P-C is used, clear the notice as instructed in the individual crop handbook and in B below. For raisins clear the notice with an FCI-63A as instructed in the Raisin Handbook and in B below. For Florida citrus, clear the notice with a Statement of Facts as instructed in the Florida Citrus Handbook and in B below.
- B <u>Signatures</u>. If the insured is not available for signature, or if the unit is cleared by telephone; enter "No inspection required" in the remarks; then initial and date the form in the appropriate area. Give or mail a copy to the insured, and forward the original with remaining copies intact to the servicing FSA County Office.

#### 79 SPECIAL CONTRACT SERVICE INSPECTIONS - INSURANCE PROVIDER-INITIATED

#### A Inspections

Inspections may be authorized by the insurance provider to do the following:

- Determine adequacy of farming operations and practices (Growing Season Inspection -- See PAR. 147), Grove (Vineyard, Orchard) Inspection -- See PAR. 145).
- Determine accuracy of acreage reporting (Acreage Report Review --See PAR. 149).
- Determine damage from any cause in a specific area (Pre-harvest Inspections -- See PAR. 148).
- Determine unreported acreage (Determining Acreage Report Inspections -- See PAR. 150).
- Review cases where previous losses or farming practices have been questionable (Growing Season Inspections -- See PAR. 147).
- Comply with a RSO request (Growing Season Inspection -- See PAR. 147).
- Determine acreage and production for APH purposes (APH Inspection --See CIH (CAT Handbook for CAT policies).

#### 80 INTEREST PAYMENT ON CLAIMS

#### A Policy Provisions

The Basic Provisions (or as applicable, crop policy) state that simple interest will be paid from the 61st day on the net indemnity after the insured signs, dates, and submits the properly completed claim, if the reason for failure to pay within 60 days is not due to the insured's failure to provide information.

#### B Interest Determined From Adjuster or Approving Official's Signature

FCIC has identified the following types of claim situations on which interest should be paid from the 61st day of the adjuster or approving officer's signature date rather than the insured's signature date. The claim situations are as follows:

- (1) Certification Form, has been used on the unit.
- (2) The insured is an absentee insured (adjuster will enter the date when the claim form was mailed to insured for signature in the narrative).
- (3) Controversial or other unusual type of claim.

#### C FOR FSA ONLY - Claim Entry Instructions

When any of the items listed in 80 B apply, enter "C" in item 24 of the FCI-74 or -74 T-P-C.

- 81 (RESERVED)
- 82 (RESERVED)

#### SECTION 2 DETERMINING THE CAUSE OF LOSS

#### 83 GENERAL INFORMATION

The causes of loss insured against are clearly identified in each individual crop policy or endorsement.

- A <u>The insured must establish the cause of loss; the adjuster will:</u>
  - (1) Verify the cause of loss during the on-the-farm inspection.
  - (2) Be satisfied that the damage or loss is due to one or more insured causes(s) of loss; e.g., drought CANNOT be an insured cause of loss for acreage with an irrigated practice, except for qualified prevented planting acreage with an irrigated practice. Each inspection must be an individual determination. If the cause of loss appears to be different from what the insured has stated, document the facts on a Statement of Facts. For more information see Unusual/Controversial Cases in Part 5.

#### (NACAT/LIMITED→

#### 84 HAIL AND FIRE EXCLUSION

When hail and fire have been excluded as insurable causes of loss and hail or fire is determined to be the sole cause of loss, there generally will be no indemnity. Refer to the individual crop handbooks for instructions. See verification requirements in PAR. 35. **HACAT/LIMITED** 

#### 85 UNINSURED CAUSES

It may be determined during the on-the-farm inspection that the cause of loss was not insurable.

- A <u>The uninsured causes of loss can be found in the</u>:
  - (1) Individual crop policies or endorsements.
  - (2) Actuarial documents.
- B Included in Total Production to Count

Most policy provisions require that total production to count include all of the following:

(1) An appraisal for potential production lost due to uninsured causes be included in the production to count.

- (2) An appraisal of not less than the per-acre guarantee (per-acre dollar amount of insurance for dollar crops) be included in the production to count for any acreage:
  - (a) abandoned,
  - (b) put to another use without the insurance provider's prior written consent,
  - (c) damaged solely by an uninsured cause, and
  - (d) for some crops, for which the insured fail to provide records of production that are acceptable to the insurance provider.
- C <u>Reference</u>. Refer to PAR. 159 for procedure regarding uninsured causes of loss.
- D <u>Chemicals</u>. Any loss of marketability of crops due to misapplication of chemicals or application of chemicals which are controversial, withdrawn from sale, etc., IS NOT INSURED under the insurance contract unless provided specifically as a condition of the contract.

#### 86 CHEMICAL CARRYOVER

Although chemical carryover is NOT a named insured peril under the insurance contract, any loss of production caused by chemical carryover resulting from a named peril (adverse weather) is covered, provided that the insured followed recognized good farming practices. However, any payments or replacement product value(s) from chemical companies or suppliers as compensation for loss of production must be converted to an uninsured cause of loss appraisal.

- A <u>Calculation</u>. Calculate the uninsured cause appraisal by dividing the payment (or replacement product value) by the insured's price election for the insured crop. Include, as an uninsured cause of loss appraisal, any payments or replacement product values:
  - (1) provided to the insured,
  - (2) pending,
  - (3) offered to the insured (even if such offer has been rejected by the insured), and/or
  - (4) for which the insured might be eligible if a claim to the chemical company or supplier had been filed.
- B <u>Documentation</u>. Explain your calculations in the narrative of the claim or on a Statement of Facts.

#### 87 ABANDON VERSUS NOT FOLLOWING A GOOD FARMING PRACTICE

There is a definite distinction between "not following a good farming practice" and "abandon."

- A <u>Abandon</u>
  - (1) Basic Provision Definition of Abandon. "Failure to continue providing sufficient care (for example, cultivation, irrigation, fertilization, application of chemicals, etc., consistent with good farming practice) for the insured crop to make normal progress toward harvest or maturity, or failure to harvest in a timely manner."
  - (2) Acreage where the producer has stopped caring for the crop, at whatever stage, is considered to have been abandoned, regardless of whether the crop was otherwise damaged by an insurable cause of loss. There does not need to be an express intent to abandon the crop. The producer must simply have stopped all care for the crop, or the care provided must be so insignificant as to provide no benefit to the crop. An appraisal as stated in PAR. 85 B (2) must be assessed when the crop is abandoned.

NOTE: Although rare, the insured may decide to harvest the abandoned acreage if there is production that can be harvested. If this happens, and the harvested production from the abandoned acreage is commingled with the harvested production from the acreage not abandoned, all of the harvested production from the abandoned acreage will be included in the production to count.

- (3) A crop damaged to the extent that harvest is not practicable will not be considered as abandoned because the producer fails to harvest the crop. In these cases, the producer should provide a notice of loss and the acreage should be appraised. For "failure to timely harvest" to be considered as abandonment, the crop must be in a condition where harvest would be considered as a good farming practice and no condition exists which would make it physically impossible to harvest the crop, such as the ground is too wet.
- (4) The insured turns in a notice of damage or loss after the act of abandonment.

It must be considered abandonment if the insured stops caring for the crop PRIOR to providing notice of damage or loss and the time elapsed is such that the insurance provider cannot satisfactorily distinguish whether damage is solely from the insured cause or a combination of the insured cause and the abandonment. (5) The insured abandons crop for a length of time and then begins caring for the crop.

If enough time has elapsed that the care is untimely and will not benefit the crop or the care is so insignificant that it does not benefit the crop, it is still considered abandonment as stated in (2) above.

B Not Following A Good Farming Practice

Acreage where the producer continues to care for the crop by performing all the practices needed to produce a mature crop, but does so inadequately, such as the application of an insufficient amount of fertilizer or herbicides, topping only a portion of the tobacco acreage, etc., will be considered not following a good farming practice. The amount of loss attributed to not following a good farming practice will be included as the production to count; i.e., an uninsured cause of loss appraisal. These determinations must be on a case-by-case basis. The insurance provider must first determine whether the necessary farming and cultural practices have been carried out by the producer and, if they have, whether they were adequate.

- 88 (RESERVED)
- 89 (RESERVED)

#### SECTION 3 ACREAGE DETERMINATION

#### 90 GENERAL INFORMATION AND METHODS

Determined acres are required on some preliminary claims and all final claims as specified in the crop handbooks. Use the following procedure for determining acreage:

#### A FSA Measured Acres

If acres have been measured through FSA Measurement Service requested by the insured or during FSA spot check of the insured's certified acres for the current crop year, use these measured acres as the determined acres. If for some reason it is felt that the measured acres are incorrect, re-measure the acres.

NOTE: For CAT Policies: If the insured has requested FSA measurement service prior to the crop insurance acreage report date, the determined acres from the measurement service must be used on the claim. See PAR. 131 E.

#### B <u>Previously measured Acreage</u>

If subparagraph A (1) does not apply:

- (1) Use acres which have been previously measured for the current crop year by another reinsured company (measurement of companion contract) unless it is felt that the measurement is incorrect.
- (2) Prior year(s) measurements of a field that was measured by an insurance provider, local FSA office, or firm engaged in land measurement services, will be used provided the:
  - (a) entire field is planted to a single crop (same practices or types if there are separate guarantees), and
  - (b) field boundaries have not changed.

NOTE: If there is reason to suspect that the measurements are not accurate, the acres must be re-measured as described in D below.

#### C Acres Not Measured

If measured acres as described in subparagraphs A or B are not available:

- (1) The acres reported on the Crop Insurance Acreage Report may be considered "determined acres" for claim purposes, IF the:
  - (a) insured has signed the acreage report indicating certification of the reported information; AND

- (b) adjuster can determine through visual inspection of the acreage, the use of FSA certified acreage reports or aerial photo copies (obtained from the local FSA office or other acceptable sources), landmarks, etc., that the acreage would measure within 5 percent of the acreage reported on the acreage report.
- (2) When a determination is made that differs from the reported (certified) acreage, even within the 5 percent tolerance, the determined acreage must be used on the claim.
  - NOTE: The following is an example of a situation where the reported acreage is within the 5 percent tolerance, but cannot be used as the determined acreage:
    - Previous measurement = 80 acres (field boundaries have not changed).
    - Crop insurance acreage report = 80 acres of corn
    - Entire field planted to boundaries, but about 2 acres are oats.

In this instance, the reported acres cannot be used as the determined acres. Either an actual measurement must be made (e.g., wheeled) OR because the reported acreage is within the 5 percent tolerance, the acreage can be determined as follows: estimate the oat acreage and deduct from the reported corn acreage. Determined corn acres = 78 acres (80 - 2 = 78).

#### D When Insurance Provider Must Measure Acreage

Acreage must be measured (or re-measured, as applicable IF it fails to meet the criteria described in A, B or C above OR if any of the following apply:

- Part of a unit is released and that part released will lose its field identity (i.e., there will be no way to establish the amount of acres at the time of a final loss inspection because of the loss of field identity);
- (2) The insurance provider or the insured has reason to question the accuracy of the measurement or does not agree with the previously measured acres;
- (3) Field boundaries have changed;
- (4) Only a portion of a field is planted and measurements for determining the planted portion are unavailable, or

(5) Acreages of varying practices, types, appraisals, etc. (as appropriate to separate on the claim) are not separated.

#### E Measurement Methods

Acreage measurement for loss adjustment purposes must be performed by using:

- (1) the wheel measure,
- (2) chain measure, or
- (3) FSA-accepted measuring methods or devices used with aerial photos that are to scale (such as planimeter, digitizer, picket rule, or dot scale).

NOTE: Surveying devices, global positioning systems (GPS), remote sensing devices used in conjunction with aerial photos or satellite imagery, etc., may be used if accuracy is comparable to the measurement methods listed above.

#### F When Measurement Estimates Are Allowed

Acreage breakdowns WITHIN a unit or field may be estimated if a determination is impractical. An example would be where irregular areas of a field (low area, along a draw, etc.) are being harvested. Such acreages may be estimated (use width of combine or swather, length of cut, etc. to assist). Explain any estimated acreages in the Narrative of the claim or on Statement of Facts. Total acreage for the field or unit, however, must be determined in accordance with this procedure.

G <u>Documentation</u>. Document, in the narrative of the claim or on a Statement of Facts, the method of acreage determination and any calculations used to arrive at the determined acres; e.g., "Acreage wheel measured - Field A - 215.0 W X 180.0 W = 38.7 acres; Field C - 220.0 W X 185.0 W = 40.7 acres; Total unit acreage - 38.7 + 40.7 = 79.4 acres.

#### 91 WHEEL MEASURING METHOD AND FORMULAS

- A <u>When measuring with a wheel</u>:
  - (1) Determine the basic lines of linear measurements needed to calculate the acreage. See Exhibit 17 for examples of basic measurements (and Combinations) required.
  - (2) Begin each linear measurement with the revolution counter turned to indicate all "O's." If the wheel has a white spoke, start with the white spoke on the ground and the counter at "O."
  - (3) Walk in a straight and direct line. Do not lift the wheel off the ground

or allow the wheel to skip or bounce. If an obstacle (to the wheel) is encountered directly in the path, grasp the wheel with the handle shaft (so that the wheel will not turn in relationship to the handle), and move at a right angle to clear the obstacle. Place the wheel on the ground and wheel forward enough to clear the obstacle. Again, grasp the wheel and the handle shaft to immobilize the rotation, walk at a right angle again in order to be directly in line with the original path of measurement, and continue making the measurement.

(4) Note the position of the handle. It must be in the same position when being set to zero, as it is when it is read, at the end of the linear measurement. Additionally, at the end of the linear measurement, if the wheel has a white spoke, count the number of spokes past the last whole revolution of the white spoke, and add to the counter reading. Each spoke past the white spoke, is one-tenth of a wheel. Round according to procedure for the crop being measured.

#### B Recording and Computing for FSA Use

When recording and computing acreage measured in wheels for use by FSA, follow the practice carried out by the local FSA office.

- If the FSA office measures in chains to tenths, record and compute your measurements in wheels to tenths:
   i.e., 6.6 chains = 66.0 wheels.
- (2) If the FSA office measures in chains to hundredths, record and compute your measurements in wheels and tenths of wheels: i.e., 6.67 chains = 66.7 wheels.
- C <u>Converting Square Wheels to Acres</u>. When converting square wheels to acres, move the decimal three places to the left; i.e., 38700 square wheels = 38.7 acres. (1000 square wheels equals one acre.)
- D <u>SEE EXHIBIT 17 FOR ILLUSTRATED EXAMPLES OF FORMULAS</u>.

#### 92 SKIP-ROW PLANTING PATTERNS (Cotton)

- A <u>Acreage Report and Claim Entries</u>. When the cultural practice of skip-row planting patterns are followed, NET acres are entered on the acreage report and the claim.
- B <u>Determining Net Acres</u>. Follow established procedures outlined in the Cotton Handbook (for Upland Cotton) or ELS Cotton Handbook (for ELS Cotton) to determine NET acreage for cotton.

#### 93 (RESERVED)

### 94 (RESERVED)

(RESERVED)

**APRIL 1997** 

(RESERVED)

#### SECTION 4 ESTABLISHING PRODUCTION

#### 95 GENERAL INFORMATION

A <u>Insured's Requirements</u>. The insured is required, by the policy, to keep records of the harvesting, storage, shipment, sale, or other disposition of all the insured crop produced on each unit, and separate records including the same information for production of the crop from any uninsured acreage. The insured must make these records available to the insurance provider for any purpose related to the contract.

#### B Establishing Total Production on Damaged Units

Establish the total production for each damaged unit by appraising the of potential production and/or by measuring and/or recording harvested production. The total production for the entire damaged unit will be established by the insured and the adjuster working together. The TOTAL production for the entire damaged unit is the insured's production share plus the production share of each person sharing in the unit.

#### C Establishing Total Production from Non-Loss Units

Obtain an estimate of production per acre for each undamaged unit of the indemnified crop from the insured or the insured's authorized representative.

#### D Insured's Request of Measurement of Stored Production When Crop Damaged

The insured is responsible for providing separate records of production for each unit and for notifying the insurance provider for measurement of production when production from another unit, crop year, or uninsured acreage is to be added to existing production in a single storage structure. (See PAR. 142.) If the inspection indicates that separate records have not been kept for each unit, see PAR. 167 for commingled production. Also, see PAR. 167 if production from more than one practice/type which have separate APH yields has been commingled.

#### E Determining and Recording Production

Accurately determine and enter in the appropriate column(s) of the claim the amount of established production for the entire damaged unit including production from unreported unit(s) if applicable (see subparagraph F below). Enter the unit number and estimated production for each undamaged unit in the narrative of the master claim (See the individual crop handbook for specific instructions).

#### F Accounting for Production from Unreported Units

Production from unreported units discovered at loss time will be counted. See PAR. 168 for specific instructions.

#### 96 VERIFYING TOTAL PRODUCTION - APPRAISED OR HARVESTED

- A <u>In determining if total production is correct, check</u>:
  - (1) Representative sample of unharvested production left under the terms of the policy.
  - (2) For available evidence of yield such as stand, number of bolls or burrs, stage of maturity, amount of straw stubble, size of stalk, etc., from acreage harvested.
  - (3) Other farming operations of the insured.
  - (4) The productive capacity of the land.
  - (5) To see if the presence of livestock or poultry is a possible cause for inquiry as to how much production has been fed. Also, see PAR. 102 for more information pertaining to fed production.
  - (6) For the location and quantity of a crop retained for seed, or which has been sold for seed.
  - (7) Production from comparable acreage when there is reason to question harvested production reported. If the insured has comparable acreage, use it; however, when comparable acreage is not available on the insured's farming operation, use comparable acreage from other neighboring farms. Comparable acreage is acreage that is planted to the same crop, following the same farming practices, management practices, similar planting dates, etc. If production is still questionable, document the circumstances on a Statement of Facts and notify your supervisor before signing the claim form.

#### B Another Person Sharing in the Crop

When another person is sharing in the crop, you must verify that all of the actual production for the entire unit(s) has been reported, not just the INSURED share. Verify and make production determinations of the other person's production share as you would the insured's production share; i.e. if the other person's production is farm stored and the production had not been weighed prior to storage, storage measurements would need to be made, etc. Do not establish the total production by dividing the insured's production by his/her share unless you are unable to establish it by any other means. If this should happen, document the circumstances preventing the measurement of the other entity's share of the production. Generally, the fact that the other share of the production is located in another storage structure at some other location is not a justifiable reason for determining the total unit production by dividing the insured's portion by his/her percent share. **NOTE: If the other person(s) share is insured through another insurance provider, refer to the procedure in PAR. 38.** 

C Amount of Production Reported for Unit(s) is Questionable

Anytime the actual production reported is in question and you are going to meet with the insured about the questionable reported production, **you must be accompanied by the next level of supervision**.

- D <u>Documentation</u>. Prepare a Statement of Facts if there:
  - (1) is unreported production, or
  - (2) are unjustified differences in production between different shares or different units.
- E <u>Adjuster's Signature</u>. DO NOT sign a claim if there is any evidence of additional production that has not been accounted for.

#### 97 APPRAISALS

A <u>General Information</u>

Appraisals must not to be made until an accurate appraisal of potential production can be made.

- (1) If during an inspection any crop acreage is not going to be carried to harvest and an accurate appraisal of potential production CANNOT be made, do not release acreage to another use (NACAT→ or to replant when replant payment is applicable ←NACAT) until an accurate appraisal can be made OR representative sample areas are left for later appraisals as described in C below and PAR.99.
- (2) If the inspection is performed at a time when production can be determined accurately by appraisal and the crop is not being carried to harvest (except when pre-harvest appraisals are required), appraise the production by unit, and grant written consent to put insured acreage to another use. Record this production on an appraisal worksheet and a Statement of Facts, if needed. See applicable crop handbook for appraisal methods.
- B <u>Appraisals are made when</u>:
  - (1) The insured requests consent to put acreage to another use or to replant to the same crop originally planted if a replant payment will be claimed.
  - (2) The insured chooses not to harvest all of the acreage.
  - (3) The insured plans to use a crop in such a way that it will not be possible to determine production after harvest; e.g., cut for silage.

- (4) The insurance period ends for a crop. The appraisal will establish the potential production of the unharvested acreage at the time the insurance period ceases.
- (5) Late-filed acreage is requested or unreported acreage is discovered (to determine acceptance or rejection of such acreage).
- (6) An unreported unit (not reported on the acreage report) is discovered, and it is suspected or known that it will not be harvested or harvested and stored in such a manner that production cannot be accounted for. See PAR 168 for more information on unreported units.
- (7) The insured insists on replanting, but it is determined it is too late to replant. See PAR. 176 for more information.
- (8) The crop will be stored in such a manner that production cannot be measured; e.g., high-moisture corn, silage stored in an air-tight structure, etc.
- (9) Uninsured causes of loss are determined, acreage is destroyed without consent, abandoned, or if the insured has failed to provide production records that are acceptable. Acreage damaged solely from uninsured causes or if any of the other aforementioned reasons exist in this item, not less than the per-acre production guarantee for the acreage involved will be assessed.

NOTE: The definition for abandon in the Common Crop Insurance Policy (Basic Provisions) indicates that when the crop is not timely harvested, it is abandoned; however, exercise good judgment in establishing that a crop that has not been **timely harvested** is truly abandoned. See PAR. 87.

(10) When an unharvested portion of the field remains after harvest or harvested production that could have been removed from the field was not removed due to improperly functioning harvesting equipment, windrows of crop not all picked up; etc.

NOTE: This does not include unharvested representative samples areas the insured has left in accordance with policy requirements, unless the areas represent a significant portion of the acreage. See PAR. 75 E (2).

#### C <u>Deferred Appraisals</u>:

Deferred appraisals are appraisals which are deferred to a later date in order to assess crop recovery and obtain more accurate appraisals.

- (1) Appraisals must be deferred when:
  - (a) Hail damage has occurred on immature crops. Defer appraisals 7-10 days from the date damage occurred.

- (b) Spring frost/freeze damage has occurred. Defer appraisals at least 7-10 days from the date of frost/freeze. If at the end of the 7-10 day period, it is questionable that an accurate determination can be made, utilize local Cooperative Extension Service or other like source's recommendations for the length of time the appraisal should be deferred.
- (c) A crop is in dormancy. Defer appraisal until the time the crop is out of dormancy. See (3) below.
- (2) Defer appraisals anytime a more accurate appraisal can be made at a later date due to type of damage or circumstances; e.g., recovery of crop after flooding, pollination problems, etc. See (3) below.
- (3) Utilize local Cooperative Extension Service or other like source's recommendation for the length of time appraisals should be deferred for the particular crop and situation. Include a copy of these recommendations with the paperwork pertaining to the inspection to support the insurance provider's actions.
- (4) If the insured wants immediate release of crop acreage in order to put it to another use or to replant it, the insured must agree to leave representative sample areas as described in PAR. 99. The representative sample areas will be used to perform the deferred appraisal.
- (5) In widespread deferral situations, all insurance providers (FSA state and county offices, companies through appropriate loss committees or trade associations, etc.) should maintain coordination through the appropriate RSO so that uniform guidance can be provided to all insurance providers regarding the length of deferral time necessary to allow accurate appraisals to be made for the circumstances.
- D <u>When appraisals are made, inform the insured of the following:</u>
  - (1) The method used to determine potential production and how the appraisal will be used if an indemnity is claimed. If at all possible, the insured or an authorized representative of the insured should accompany you on the entire appraisal. Encourage the insured or authorized representative to participate in determining the appraisal.
  - (2) Appraisals on acreage for which the insurance provider has given consent to be put to another use are final when the claim is signed by the insured or insured's authorized representative and the adjuster, unless such acreage is:
    - (a) not put to another use before harvest becomes general in the county and is reappraised by the insurance provider,
    - (b) further damaged by an insured cause and is reappraised by the insurance provider, or

(c) harvested.

For this reason, DO NOT finalize a claim until you are satisfied with all determinations. See PAR. 75 H.

- (3) The appraisal determination. (Never advise the insured whether or not to harvest the crop; this must be the insured's decision.)
- E <u>Approved Methods</u>. The appraisal methods for the crop are identified in the individual crop handbooks.
- F Harvested Representative Sample Appraisals.

Appraise mature harvested production by arranging with the insured to harvest representative sample areas, if possible. See PAR. **99** for representative sample area instructions. Use this production to determine the yield per acre.

G New Appraisals for Additional Damage

If an insured notifies the insurance provider of additional damage after consent to put acreage to other use and requests reinspection, a new appraisal may be made provided the additional damage was due to an insured cause of loss and the acreage has NOT been put to another use.

#### H Unable to Mechanically Harvest

When crop acreage which is routinely mechanically harvested is damaged by INSURED cause(s) to the extent that it can NEVER be mechanically harvested with normal harvest equipment, no production will be counted for such acreage. If mechanical harvest is feasible with normal harvest equipment on any portion of the unharvested acreage, appraise and count only the production that you determine could have been mechanically harvested. **However**, **if the insured elects to hand harvest**, **such as handpick corn**, **or use specialized harvesting equipment**, the harvested production will be counted.

NOTE: Wet field conditions or snow covered fields that prevent harvest of the crop by the end of the insurance period does not mean it can NEVER be mechanically harvested with normal harvest equipment. This is only a temporary condition.

Examples: Hurricane, Tropical Depression, or tornado damage has rendered the the crop unharvestable with normal harvesting equipment or small grain that has been drought-stressed may be so short that it cannot be mechanically harvested with the normal harvest equipment in the area. During the appraisal the adjuster must establish the individual cutting height based on the terrain (rocky soil, level field, terraces, slopes, etc.) and the insured's farming practices (type of harvesting equipment, swathed grain, etc.). Remember, insureds employing good farming practices will lower the combine headers or swather bars to recover a short crop to the maximum extent possible.

- (1) Determine (on an individual basis) whether any portion of the acreage can ever be mechanically harvested with normal harvest equipment. Consider what other insured and noninsured growers in the area are doing with the same crop, similar soil and terrain, or equipment (whether owned or otherwise available to the insured).
- (2) Determine whether the insured did or could have made every reasonable effort to harvest such acreage, and whether the insured plants to hand harvest or use specialized harvesting equipment.
- (3) If it is difficult to determine what potential is machine harvestable, arrange with the insured to harvest representative areas of the crop. Use this production to determine the production to count.
- (4) Document your determinations thoroughly on a Statement of Facts when zero appraisals have been made under these circumstances. Photographs to show the condition of the crop, terrain, etc., may be a necessary part of the documentation to support determinations of "0" appraisals which are made under these procedures.
- (5) If it is determined that the crop cannot be harvested with normal harvesting equipment and the insured does not elect to hand pick or use specialized harvesting equipment, a Certification Form must be signed by the insured with the following statement in the body of the Certification Form: "As indicated by the insured's signature below, the insured certifies that the damaged acreage that cannot be mechanically harvested with normal harvest equipment will not be harvested. If the crop is harvested after this certification, the insured understands he/she may be subject to the misrepresentation provisions in the crop insurance policy." Attach the Certification Form to the claim.

#### 98 APPRAISAL METHOD VARIATIONS

#### A <u>Appraisal Modifications</u>

The insurance provider's authorizing official,, may authorize the use of appraisal modifications **without prior RSO approval**, as provided in the respective crop handbooks. A copy of the written authorization stating the modification, effective crop year, area affected, and effective beginning and ending dates is to be provided to the RSO Director so that other insurance providers and the FCIC Product Development Division may be advised.

#### B Appraisal Deviations

- (1) Appraisal deviations **require** the RSO Director's written authorization after receiving approval from RMA's Research and Development and/or Insurance Services, and consist of deviations which:
  - (a) ARE identified in the specific crop handbook (such as drought deviation); or
  - (b) ARE NOT identified in the specific crop handbook, but are necessary to apply to the standard appraisal method in order to provide an accurate determination of crop potential under the circumstances.
- (2) The insurance provider will immediately notify the RSO Director of the situation with a recommendation and justification, before proceeding. The recommendation will include the deviation recommended, the effective crop year, area affected, and beginning and ending dates for which the deviation is to be applied.
- (3) The RSO Director will:
  - (a) Immediately advise the Deputy Assistant Administrator for RSO's and Claims Services Division Director of the situation;
  - (b) Coordinate the recommendation with the appropriate insurance providers;
  - (c) Assess the need for and impact of the deviation and forward any recommendation to implement a deviation, through the Deputy Assistant Administrator for RSO's, to RMA's Research and Development and Insurance Services for approval); and
  - (d) Provide appropriate insurance providers written authorization to use appraisal deviations approved by Research and Development/ Insurance Services.
- (4) Upon receiving written authorization from the RSO Director, the insurance provider will issue written authorization to use the approved deviation, and ensure the proper implementation and monitoring of the deviation.

#### 99 REPRESENTATIVE SAMPLE AREA APPRAISALS

- A <u>When Used</u>. Appraisals from representative sample areas of unharvested crop acreage are used to determine the per-acre appraisal for the entire unharvested acreage when any of the following applies:
  - (1) Heavy workload situations exist and timing is critical to give consent to put acreage to other use or replant.
  - (2) Deferred appraisals are required, as stated in PAR. 97, and the insured desires immediate release of the acreage in order to put acreage to another use or to replant acreage.
  - (3) The insured does not plan to harvest the acreage, and agrees to harvest the representative areas for appraisal purposes.
  - (4) The insured does not agree with the initial appraisal of the acreage to be released.
  - (5) Such sample areas are otherwise required by the policy (e.g., for grain deficient corn silage.).
- B <u>Insured's Agreement</u>. When representative sample areas of immature production are established for appraisal purposes, the insured MUST agree:
  - (1) to leave the representative sample areas intact until they have been appraised or harvested;
  - (2) to care for the sample areas in the same manner as if they were to be harvested; and
  - (3) that production will be determined from appraisals from the sample areas.

NOTE: Insurance providers may choose to leave representative sample areas due to disagreement with prior appraisals. When this is done, the crop provisions for canola, coarse grains, cotton, dry beans, ELS cotton, small grains, and sugar beets\*, provide that the representative areas must be left and properly cared for until the crop has matured.

\* This provision is not applicable for 1997 Arizona or California sugar beets.

#### C Instructions for First On-the-Farm Inspection

Do the following while on the first on-the-farm inspection (see exception to onthe-farm inspection in (2) below):

- (1) Select representative areas that:
  - (a) are sufficient enough in size to provide accurate appraisals of the crop in accordance with the minimum recommendations for representative samples in the crop handbook,
  - (b) include buffer areas to ensure that the actual appraised samples will not be exposed to damage in excess of what would be experienced had the crop around the sample areas remained intact (e.g.; excessive drying, insect or weed infestation, grazing, etc.);
  - (c) are not located at the edge of the field or in other areas that fail to be representative of the acreage to be appraised; and
  - (d) will enable, at least, the minimum recommended number of samples to be selected on a proportional basis to the acreage represented.

EXAMPLE: The minimum recommended number of samples are five for the acreage being appraised; the adjuster has determined that splitting the field into subfields is inappropriate because although one-third of the field is in uniformly satisfactory condition and two-thirds of the field is in uniformly poor condition, the respective portions are randomly scattered across the field. To maintain the proper proportionate sampling, six samples are to be utilized, two in the satisfactory areas and four in the poor areas. The six samples may be taken from less than six sample areas if any of the sample areas are large enough (e.g., strips 10 feet wide the length of the field, large non-strip areas, etc.) to select one or more separately distinct representative samples.

(2) When there is a heavy workload and the adjuster cannot make a timely farm visit to select and identify representative sample areas, and release acreage that the insured wishes to put to an alternative or another use, the insurance provider may on a case-by-case basis permit insureds to leave representative sample areas; provided, the following guidelines are adhered to.

## NOTE: It is not intended that this authorization be utilized on a routine basis to avoid advance selection and identification of acceptable sample areas for appraisal purposes.

(a) The insured must agree to leave intact, two or more representative strips of the crop (per field) at least 10 feet wide and the entire length of the field for appraisal purposes. For some situations such as contour farming or row crop plantings with the rows planted in a direction other than the length of the field, it may be more practical that the strips not actually be the entire "length" of the field. However, the shorter strips must accumulatively reflect the minimum area stated in the preceding sentence.

(b) Document in writing on the claim or a Statement of Facts, an agreement with the insured on the approximate location of the strips authorized to be left for appraisal purposes when advance identification and marking of the fields are not possible. Include the reason for immediacy, date, authorization method (by phone, in person, etc.), and name of the person providing the authorization. Authorization is to be provided ONLY by individuals authorized to adjust losses. Any strips are to comply with C (1) (a), (b), (c), and (d) above. Following are two examples of documentation.

EXAMPLE 1: "Insured needs to chisel ground immediately, agrees with authorization to leave two strips of the crop intact, each at least 10 feet wide and the length of the field, approximately one-third in from each edge of the field."

EXAMPLE 2: "Insured must destroy immediately, agrees with authorization to leave two strips of the crop intact (one in the poorer area and one in the better area of the field), each at least 10 feet wide and containing the longer rows following the contour planting)."

- (3) Identify the selected representative area(s) by flags, physical markings and/or sketch map to protect the integrity of the samples and their locations.
- (4) Instruct the insured to continue to care for these areas as if they were to be harvested because they will be the basis for the appraisal of the entire acreage.
- (5) When representative areas are for appraisal of **mature** production, instruct the insured of the following:
  - (a) Who to notify when the areas have been harvested.
  - (b) The production harvested from these areas will be the basis of appraisal for the entire unharvested acreage.
- D <u>Appraisals of Representative Sample Areas</u>
  - (1) Representative areas of IMMATURE production:

Appraisals MUST be completed as soon as the production to count can be ACCURATELY determined (no earlier than 7-10 days after damage due to hail or frost/freeze). Very few circumstances would justify allowing the crop to become fully mature prior to completing the appraisal.

Exception: In cases where the insured disagrees with the initial appraisal of the crop acreage to be released, and the insurance provider agrees to use representative areas for appraisal purposes. When representative areas are used for this purpose, the canola, coarse grains, cotton, dry beans, ELS cotton, small grains, sugar beets\*, and sunflower seed, provisions require that the representative areas are left until the crop has reached maturity. Any additional damage to the representative areas due to a named peril in the policy will be considered an insured cause of loss.

## \* This provision is not applicable to 1997 Arizona or California sugar beets.

- (2) Representative areas of MATURE production:
  - (a) Representative areas established solely for the initial appraisal of the released acreage.

Appraise these areas immediately upon the crop's maturity. If representative areas have not been adequately cared for, assess an appraisal for uninsured causes of loss. NOTE: If the insured agrees, these representative areas can be harvested to obtain the per-acre appraisals as described in (2)(c) below.

## (b) Representative areas established because the insured disagreed with appraisal of immature crop acreage to be released.

Appraise these areas immediately upon maturity. When these areas are not left intact or have not been sufficiently cared for, use the per-acre appraisal made prior to giving consent to put the acreage to another use. Any additional damage to the representative areas due to a named peril in the policy will be considered an insured cause of loss.

# (c) Representative areas established at the time the crop is mature (solely for the purpose of basing the appraisal on the harvest of the representative areas).

After the representative areas have been harvested, establish the per-acre appraisal from the harvested production. If for some reason, the insured decides not to harvest the representative areas as agreed, appraise the unharvested representative areas immediately.

### (d) Representative areas established for other purposes required by the policy (e.g., grain or corn deficient silage).

Appraise these areas immediately upon maturity. Additional damage after the date the crop was harvested will not be considered an insured cause of loss even if the damage was from a named peril in the policy. This is because the insurance period ended at the time the crop was harvested; i.e., the crop was cut for silage or high-moisture corn (harvested) and placed in air-tight structure. The appraisal of the representative areas will determine the production to count for the harvested acreage.

#### 100 VERIFYING HARVESTED PRODUCTION

- A <u>Harvested production will be determined by</u> the following:
  - (1) Acceptable evidence of sales and/or commercial storage.
  - (2) Measuring farm-stored harvested production. (See Part 3, Section 6.)
  - (3) Comparing fields to the appraisals made from unharvested sample areas left under the terms of the policy or crop endorsement.
  - (4) Comparing reported production to appraisals and production in the area when there is reason to question the reported harvested production.
  - (5) Weighed and farm-stored records (See PAR. 113).
- B <u>Caution</u>. DO NOT rely solely on statements or evidence of sales to represent all of the production. Review all production evidence CLOSELY when the policyholder controls the transportation (e.g., trucking or handling company); manufacturing (processing plant); farm scales; or sales (warehouse) of a particular crop. If there is evidence that suggests the insured has misrepresented production, DO NOT (adjuster) sign the claim. Notify the next level of supervision of the situation.

#### 101 VERIFYING SOLD OR COMMERCIALLY STORED PRODUCTION

- A <u>Names in which Production Was Sold</u>. Verify with the insured the names(s) in which production has been sold on insured acreage under the contract.
- B <u>Harvested Production Records and Receipts</u>. Follow up and verify harvested production records documented by receipts from but not limited to:
  - Commercial elevators
  - Seed companies
  - Packing Houses
  - Marketing Cooperatives.

- Mills
- Warehouses
- Gins
- Processors

#### C <u>Receipts/Settlement Sheets</u>

Verify receipts against the entries on the summary/settlement sheets. Obtain GROSS PRODUCTION for the unit from the summary and/or settlement sheets after verification.

#### D Claim Entry

Enter the GROSS PRODUCTION (before deductions are made for dockage, moisture, percent of shell or sugar, or quality adjustment) in the appropriate column for gross production on the claim form.

#### E Individual Weight Tickets or Load Slips

DO NOT use individual weight tickets or load slips without supporting documentation of total production such as ledger sheet(s) or settlement sheet(s) to determine harvested production for an individual unit unless the storage facility or buyer will not provide ledger or settlement sheets. When the buyer or storage facilities will not provide ledger or settlement sheets, document the facts in the narrative of the claim or a Statement of Facts.

#### **102 VERIFYING FED PRODUCTION**

- A <u>Include in Production to Count</u>. Fed production must be counted as production when determining total production on a unit.
- B Insured's Responsibilities

The insured is responsible for maintaining written records of fed production and to have those records available at the time the claim is prepared. See the CIH (CAT Handbook for CAT policies) for examples of items needed for fed production records.

#### C Review Records

Review the fed production records for reasonableness and if written records are questionable, document the reasons and notify your next level of supervision.

#### D Claim Entry

If fed production records are reasonable, enter fed production on the claim form as gross production. (See the crop handbook for entry instructions for harvested production.) Adjustments for moisture, dockage, or quality will be allowed ONLY if acceptable records are available to support the deductions or a sample for grading is available; i.e., Settlement sheets from a landlord who has a share in the same crop acreage or adjuster obtained samples from the landlord's stored production can be obtained for grading.

#### E <u>Documentation</u>

Document the fed production records in the narrative of the claim form or on a Statement of Facts. If a Statement of Facts is used, it must be signed by you and the insured.

#### 103 VERIFYING AND ACCOUNTING FOR PRODUCTION NOT TO COUNT

There are times when production may not be counted as part of the total production of a unit. In order to enter production not to count on the claim form, ACCURATE RECORDS of such production must have been kept.

- A <u>Examples</u>. Some common examples of production which should not be counted when accurate records of such production is provided.
  - (1) Previous or prior crop year's production when stored with the current crop year's production
  - (2) Harvested production from uninsured acreage when stored with production from insured acreage
  - (3) Harvested production from acreage damaged solely by uninsured causes when stored with production from acreage damaged by insured causes
  - (4) Harvested production from multiple units or contracts when stored within one storage facility
  - (5) Purchased grain is stored with harvested grain
- B Verification

Substantiate production not to count with farm management records (settlement sheets, sales receipts, load counts, weight slips, feeding records, etc.) to assure that you are COMPLETELY satisfied that such production should be considered production **not** to count. Otherwise, the production must be considered production **to** count.

#### C Accounting for Production Not to Count on the Claim Form

There are two ways to account for production not to count on the claim form. Either method outlined below can be used unless your insurance provider specifies that only one of the particular methods listed below will be used.

(1) For production with storage measurements that are to be recorded in the columns for recording such measurements on the claim form, the

depth measurement of the production not to count may be subtracted from the total bin measurement depth. The resulting depth measurement (production to count) will be entered in the appropriate column for depth measurements as instructed in the crop handbook. Although no specific entry for production not to count is required, document the depth measurement for the production not to count in the narrative of the claim and explain why it is production not to count. See Exhibit 25 for detailed example. OR

- (2) Calculate all production not to count to net production, and enter in the "Production not to Count" column as instructed in the crop handbook.
- 104 (RESERVED)
- 105 (RESERVED)

#### SECTION 5 ADJUSTMENTS TO PRODUCTION

#### 106 GENERAL INFORMATION

#### A <u>Reasons Why Production May Be Adjusted</u>

Adjustments are allowed for the following:

- (1) Moisture.
- (2) Foreign-material (FM) dockage (only dockage for foreign material is allowed unless specified otherwise in individual crop handbooks).
- (3) Low quality caused by an insurable cause of damage. Adjustments are made for moisture and quality only when they meet the requirements stated in the endorsement/policy for the adjustment(s).

#### B <u>Who Makes Adjustment Determinations</u>

The adjuster can determine the following from individual load slips and/or settlement sheets: percentages of moisture, FM-dockage, test weight, and some defects (e.g., kernel damage, if determined by licensed grader). In some cases, the adjuster may determine moisture or foreign material percentages and test weights, provided that proper equipment is used; see PAR. 123, 124, and 125. Some grading factors must be determined by a grader licensed under the authority of the United States Grain Standards Act or the United States Warehouse Act. Samples must be analyzed by a laboratory meeting specific requirements specified by RMA with regard to substances or conditions injurious to human or animal health. See PAR. 178. Note: Samples to make determinations CANNOT be obtained by the insured or insured's representative.

#### C Production Disposed of Before Determinations Are Made

(1) When the insured's interest is 100 percent in the crop:

Adjustments in production for moisture, FM-dockage, or quality (quality adjustment) cannot be allowed for production disposed of before necessary determinations are made, unless sales or weight tickets show gross weight, moisture content, FM-dockage, and any other applicable defects.

(2) When the insured's interest is LESS than 100 percent in the crop:

Moisture, F-M dockage or quality adjustment can be allowed IF: (1) The production belonging to the other person sharing in the crop is available to make determinations, or (2) Weight tickets are available which show gross weight, foreign material, moisture content, and the amount of defects. This is applicable ONLY when the other production is representative of the insured's share.

#### 107 QUALITY ADJUSTMENT

#### A <u>Policy/Endorsement Provisions</u>

Some policies/endorsements provide for a reduction in the production to count when the quality of the appraised and/or harvested production is reduced due to insurable causes. The quantity of production to count is reduced when it meets the requirements stated in the crop policy/endorsement.

#### B <u>Who Can Determine the Quality of GRAIN CROPS</u>

- (1) Some factors which affect quality MUST be determined by a grain grader licensed under the authority of the United States Grain Standards Act or the United States Warehouse Act, such as:
  - Garlicky, Smutty, or ergoty grain.
  - Special grading factors.
  - Kernel damage caused from an insured cause of loss.
- (2) TEST WEIGHTS can be determined by the adjuster, an elevator operator, or a licensed grain grader.
- (3) MYCOTOXINS in grain crops MUST be determined by a disinterested testing facility that is recognized in conducting certifiable industry-standard test(s) for the particular mycotoxin(s). See Mycotoxins in Grain Crops, PAR. 178.

Refer to the applicable individual crop handbook and/or endorsement, policy, crop provisions, or Special Provisions for specific quality adjustment qualifications and provisions.

NOTE: When samples are taken from farm-stored production or from unharvested mature production to obtain quality determinations, only adjusters can extract the samples. The adjuster is responsible for taking enough samples to ensure that the combined samples will be representative of all production in the storage structure. This is done by using a probe (may need an extension) or other various means to extract samples from various depths and areas of the storage structure.

#### C Who Can Determine the Quality of NON-GRAIN Crops

For some crops, the processor or buyer can determine various factors of quality, while for other crops, a state or USDA grader must determine these factors. Refer to the applicable crop handbook and/or crop policy/endorsement for specific quality adjustment qualifications and provisions. Note: When there is farm-stored production or unharvested mature productions, only adjusters can obtain samples for quality determination purposes.

#### D Actual Test Weights to Tenths of Pound

Use actual test weight to tenths of a pound for quality adjustment determinations for grain crops.

- (1) GENERAL INFORMATION. Some grain handlers have the capability to determine test weight to tenths of a pound. As instructed in most individual crop handbooks, test weights are rounded to a whole number when entered on the claim form. In some cases, the rounded test weight can cause the grain to appear to be ineligible for quality adjustment. For example: Oats having an actual test weight of 26.5 would be eligible for quality adjustment, but when the weight is entered on the claim form as a rounded weight (27 pounds), it does not appear to qualify.
- (2) For the purpose of determining quality adjustment, the tenths determination will be utilized when weights have been determined to tenths-of-a pound accuracy.
- (3) If the crop handbook instructions require test weight entries in whole pounds, ENTER IN the NARRATIVE of the claim, the ACTUAL TEST WEIGHT, TO TENTHS, that qualifies the grain for quality adjustment.
- E <u>Crops having Quality Adjustment Charts in the Special Provisions</u>

For barley, corn, flax, grain sorghum, oats, rye, soybeans, sunflowers, and wheat production that is eligible for quality adjustment, the quality adjustment factor (QAF) is determined by subtracting from 1.000, the sum of all applicable pre-established discount factors (DF's) listed in the Special Provisions and/or DF's derived from reductions in value (RIV) of the damaged grain. The QAF (not less than 0.00) is multiplied by the number of bushels remaining AFTER any reduction due to excessive moisture (in accordance with the crop provisions).

- (1) Pre-established DF's from the Chart
  - (a) When there is an pre-established DF for the type or level of damage shown on the chart in the Special Provisions, the preestablished DF must be used to establish the QAF, unless (1) (b) applies.
  - (b) If the damaged grain has a zero market value in the insured's local marketing area AND a net zero value\* at a market within reasonable distance outside the local marketing area, no production will be counted if the production is destroyed in a manner acceptable to FCIC. See PAR. 107 G for detailed information pertaining to zero market values and destruction of the production. NOTE: When there are pre-established DF's for the level/type of damage, there should be very few instances, if any, where a value cannot be found for such grain.

\*Net Zero Value means: The additional costs to transport the grain to a market within reasonable distance outside the insured's local marketing area (distant market) exceeds the value in the distant market. Additional costs means: Costs in excess of costs to transport to the local marketing area.

- (c) When it has been established that there is a zero market value in the insured's local marketing area and a positive value for grain that would be transported to a distant market (of reasonable distance) OR the insured refuses to destroy the grain, the applicable pre-established DF's for the level or type of damage (without adjustments for additional transportation costs) will be used to determine the QAF to adjust the production to count.
- (d) Other than to consider whether there is net zero value as described in (1) (b) above, transportation costs are not allowed when there are pre-established DF's shown on the chart for the types or levels of damage, regardless of the market value of the grain. Additionally, conditioning costs are not allowed when there are pre-established DF's on the chart for the types/levels of damage.
- (e) Caution: Carefully read the quality adjustment section in the Special Provisions. For example, pre-established DF's for both damaged kernels and sound barley cannot be applied. Of the two types of damage, the one which results in the higher DF is used rather than both.
- (2) DF's Derived From RIV's

In the absence of pre-established DF's for types or levels of damage, DF's are derived by dividing the total RIV's by the Posted County Price (PCP) (Regionally Constructed Price (RCP) for sunflowers) (rounded to three places). See definition of Posted County Price and Regional Constructed Price in Exhibit 1 or in the Special Provisions.

- (3) Establishing RIV's
  - (a) The adjuster is responsible for ensuring that only usual, customary, and reasonable RIV's are used. When determining RIV's it is not necessary to determine the actual <u>value</u> of the production if the buyer is able to specifically provide, to the adjuster's satisfaction, the <u>reduction</u> in value (RIV) requested.
  - (b) RIV's and PCP (or RCP for sunflowers) will be those in effect on the earlier of, the date such quality-adjusted grain is sold or the date of final inspection for the unit.

<u>1</u> For Sold Production. The RIV will be the RIV applied by the buyer unless it is determined that such RIV's are not usual, customary, and reasonable.

#### 2 For Unsold Production

Farm Stored or Appraised Mature Production. The RIV's will be the RIV's for the types/levels of damage at the local market on the date of final inspection. However, if a lower RIV is available at a market within a reasonable distance outside the insured's local marketing area (distant market), the RIV can be increased by the additional costs to deliver the production to the distant market; provided the resulting RIV does not exceed the RIV in the insured's local marketing area.

- <u>3</u> **Fed Production**. The RIV will be the RIV for the type/level of damage at the insured's local marketing area on the date of final loss adjustment PROVIDED acceptable weight records are available showing necessary quality adjustment information, or grain is still available from which the adjuster can obtain samples. See PAR. 102 D.
- (c) RIV's will not include any price reduction resulting from a type or level of damage for which there is a pre-established DF.
- (d) No RIV is allowed if it is due to (1) moisture content, (2) damage due to uninsured causes, or (3) drying, handling, processing or any other costs associated with normal harvesting, handling, and marketing of the production.
- (e) Conditioning Costs: If an RIV can be decreased by conditioning the production, the RIV after conditioning may be increased by the cost of conditioning, provided the resulting RIV does not exceed the RIV before conditioning.
- (4) Examples of Determining QAF's with Chart DF's, Derived DF's, or Both Note: QAF's cannot be less than zero.

#### Example 1: DF's on Chart

Grain Sorghum has low test weight (34 pounds) and kernel damage (17%). The chart in the Special Provisions for Grain Sorghum shows a DF of .139 for 34 test weight pounds and a DF of .046 for 17% kernel damage. The insured has sold the grain or if unsold, a positive market value is available for the damaged grain. The QAF is determined as shown in the following two steps:

(b) 1.000 - .185 = .815 QAF

(a) .139 (DF for test weight) + .046 (DF for kernel damage) .185 Total DF's

#### Example 2: Combination - DF's on Chart and Derived DF's off Chart

Wheat had a low test weight of 46 pounds and .65¢a bushel RIV for mycotoxin. There is a DF of .245 for 46 pound test weight on the chart in the Special Provisions for wheat. Mycotoxins are a type of damage for which the Special Provisions has no listed DF, thus the DF for mycotoxins are derived.

The PCP for wheat is \$4.40, the DF for the mycotoxin would be: .65 (RIV)  $\div$  4.40 (PCP) = .148 DF. The QAF for the damaged wheat is determined as shown in the following two steps:

(a) .245 (chart DF (test weight))
 (b) 1.000 - .393 = .607 QAF
 + .148 (derived DF (mycotoxin))
 .393 Total DF's

Note: If the mycotoxin was a type/level for which there was 100% RIV; i.e., due to Federal and State regulation, the grain cannot be sold; the QAF would be "0.00," regardless of DF's for types /levels of damage on the chart.

F Crops that use the Actual Value Received to Determine QAF's

For some crops, there are no quality adjustment charts in the special provision, and the policy or crop provisions provide that the dollar-and-cents value of the damaged crop is used in establishing the quality adjustment factor. Check the policy/crop provision for applicable crops. This does not apply to barley, corn, flax, grain sorghum, oats, rye, soybeans, sunflowers, and wheat; see 107 E above for these crops.

- (1) The dollar-and-cent value of the damaged production is the local market value for the same quality as the damaged production. (See allowances for conditioning costs in (5) below.) When determining the value of production, consideration must be given to the test weight, damaged kernels, moisture content, substances or conditions injurious to human or animal health, and other factors which (due to insurable causes) affected the value of the production. In regards to moisture, see subparagraph F (4) below.
- (2) The dollar-and-cents value shall NOT REFLECT ANY REDUCTION:
  - (a) due to uninsured causes;
  - (b) for drying charges, handling, processing, or any other costs associated with normal harvesting, handling, and marketing of the production; and/or
  - (c) for moisture discounts greater than standard shrink for crops having moisture adjustments allowed in quality adjustment (see (4) (b) below).

- (3) The Actual Dollar-and-Cents Value of Damaged Production
  - (a) **STORED ON FARM OR APPRAISED (MATURE)** The actual value is the value of the damaged grain obtained in the local market area on the date of final inspection. Local market is the area in which the insured normally markets the crop, to the extent possible.

Transportation costs. If a higher price is available at a market within a reasonable distance outside the local market area, this price is to be used with transportation costs in excess of transportation costs to the local market being deducted from such price.

## (b) FED TO LIVESTOCK -

The actual value of fed production is the value at the local market on the date of final inspection PROVIDED acceptable weight records are available showing necessary quality adjustment information, or if a sample for grading is available.

## (c) SOLD or OTHERWISE DISPOSED OF -

- <u>1</u> The actual value is what was received or the local market value on the date of disposition, whichever is higher taking into consideration the other procedures in subparagraph F.
- <u>2</u> You MUST verify the value received from the settlement sheet. If the final settlement has not been made, you MUST verify with the elevator operator or grain buyer what value will be paid for the damaged production (DO NOT USE LOAD TICKETS.)
- <u>3</u> Contracted Production that Has Been Sold

Contracted production refers to speculative-type contracts; it does not apply to processor contracts.

Irregardless of whether the grain has been contracted or not, the actual dollar and cents value is the price received for the grain delivered. The QAF CANNOT be GREATER than 1.000.

a If the contract has not been fulfilled, settlement will not have been made. Since settlement has not been made, there is no way to establish the value with any certainty; therefore, the grain will be considered to be unsold. Establish the value as instructed in (3) (a) above.

- b In some cases, contracts will be set up with minimum prices which can be adjusted to a higher price after delivery of the grain and receipt of the minimum price. In these cases, if the contract has been fulfilled by the date of final inspection, the price the insured has received by this date is the value used (either the minimum (adjusted for quality) alone or the minimum (adjusted for quality) plus any additional value received due to the adjusted minimum price.
- <u>c</u> Disregard the fact that the insured may receive additional money after the claim has been finalized. The only value that can be considered is the actual value the insured has received by the date of final inspection.

### Example 1

At the time of loss adjustment, the insured had fulfilled the contract (delivered all contracted grain) and had received \$4 a bushel, the minimum (less discounts for the damage). The value used to determine the QAF is \$4.

Example 2

Prior to loss adjustment, the insured fulfilled the contract and received \$4 a bushel, the minimum value (less discounts due to the damaged grain). However, by the time loss adjustment was done, the insured had received an additional 25 cents a bushel, due to the adjusted minimum price. In this case, the value received is \$4.25 not \$4. Thus, the \$4.25 is used to determine the QAF.

### Example 3

At the time of final inspection, the insured has signed a contract with the elevator giving the elevator title to the grain in exchange for a delayed settlement. This is done in hopes that the market price will be higher at a later date. Until the insured triggers the date that settlement is to be made, no price has been agreed upon nor no money received by the insured. In cases where settlement has not been made, the production is considered unsold stored production, and adjustment will be made based on the value of the damaged production that is quoted in the local market area on the date of final inspection.

- <u>4</u> When grain qualifies for quality adjustment and the grain dealer has applied additional dockage to dock high moisture grain:
  - <u>a</u> Grain dealers sometimes apply additional dockage relative to the amount of moisture to dock high moisture grain. When the production shown on warehouse or elevator tickets has been reduced by applying such additional dockage, the gross units of wet production must be determined before the production can be adjusted.
  - <u>b</u> If the grain buyer takes this deduction by reducing pounds or bushels rather than reducing the value, the price per bushel must be adjusted to equate with gross production reported on the claim form. In such situations, do the following:
    - i Adjust the deduction for moisture to allowable limits.
    - ii Revise the settlement sheet to reflect the correct moisture deduction and allowable amount payable.
    - iii Divide the value received for the reduced total weight or bushels of the lot by the number of bushels determined from the original delivered weight.
    - iv This gives the value per bushel for the damaged crop and needs no further adjustment unless there have been uninsured causes of loss. (The sale price will reflect foreign material and other factors.) The resulting revised value per bushel divided by the appropriate local market price gives the applicable Quality Adjustment Factor that will be used to calculate the production to count.
    - The crop handbook will provide additional instructions and specific entry instructions. Identify the quality adjustment in the narrative of the claim form as instructed in the appropriate crop handbook.
- (d) The affected price (value) of the damaged crop may reflect other insurable factors besides the factor(s) that qualified the crop for quality adjustment. When the price does reflect other factors, make sure double credit is not given for such factors; e.g., dockage. See subparagraph F (4) below.

- (4) Drying Charges and Moisture Discounts Allowed for Grain Crops
  - (a) Drying Charges: No drying charges are allowed in the established value of the damaged crop.
  - (b) Moisture Discounts
    - <u>1</u> Moisture adjustments for excess moisture in **canola** must be made separate and **prior to** quality adjustment.
    - 2 For crops with moisture adjustments allowed in quality adjustment: Allow ONLY the moisture adjustments (essentially representing standard shrink) allowed for grain NOT qualifying for quality adjustment as provided in the crop policy (e.g., .12 percent for each .1 percentage point of moisture in excess of 18.0 percent, etc.). However, allowable shrink is not limited to the base moisture percent provided for grain which is not eligible for quality adjustment.
- (5) Conditioning Charges

If conditioning charges are incurred to obtain a higher value for the grain, reduce the price of the production after it has been conditioned by the cost of conditioning to obtain its value; but the established value is not to be lower than the value of the production before conditioning. This adjusted value will be considered the value of the affected production for quality adjustment purposes.

(6) Refer to the individual crop handbooks for specific information.

## G Zero-Value Production

This procedure does not apply to production that cannot be mechanically harvested as described in PAR. 97 H.

- (1) When the insurance provider has declared production to be zero-value, the production must be destroyed prior to finalization of the claim.
- (2) Certification Form
  - (a) A Certification Form is to be used to record the insured's certification that the production has been destroyed and must be received by the insurance provider prior to the claim being finalized.
  - (b) Exception: In cases of mature unharvested production that in itself is destroyed (i.e., the production is of such quality that it could never be used for feed or anything else), the requirement to destroy the crop prior to indemnification can be waived by having

the insured (or insured's representative) sign a Certification Form containing a statement indicating that the crop will not be harvested and will be destroyed.

- (3) Every effort should be made by the insured and insurance provider to find a market for the production before it is declared zero. Communication through the Risk Management Regional Service Offices and appropriate Multiple Peril Crop Insurance (MPCI) committees is essential to ensure that insurance providers are aware of available markets for damaged production. The following items are to be followed when trying to find a market for the zero-value production.
  - (a) Determine if there are buyers outside of the insured's local marketing areas (within a reasonable distance). Transportation costs (in excess of costs to local market) incurred as a result of transporting production outside the insured's local marketing area in order to obtain a value will be considered in determining:
    - 1 the value of the damaged production, or
    - <u>2</u> for crops using RIV's, transportation costs will be considered in determining the RIV of the damaged production (see PAR. E (4) (a) <u>1</u> <u>b</u> or the Special Provisions for the specific crop), or
    - 3. for crops having quality provisions in the Special Provision and for which there is a pre-established discount factor for the type and level of damage, whether there is a net zero value; i.e. value minus transportation cost (in excess of cost to local market) equals zero or negative value. If after the consideration of the transportation cost there is a positive value, the grain must be adjusted in accordance with the preestablished discount factors, and there will be no consideration in adjusting the discount factor for the transportation cost.
  - (b) Determine if the production can be sold directly to cattle or poultry feeding operations or other types of buyers.
  - (c) Determine if the damaged production can be conditioned and sold. Conditioning costs will be considered in determining the value of the damaged production; or as applicable, for some crops, the RIV of the damaged production.

NOTE: Conditioning costs are not allowed if for the types/levels of damage(s) there are pre-established discount factors shown on the chart in the Special Provisions.

(d) If a market still cannot be found after the determinations in
 (3) (a)-(c) have been made, insurance providers may delay finalization of claims if there is a reasonable probability that there

will be a market for the damaged production within the next 2 to 3 weeks. This may happen if the markets have bought enough higher quality grain to enable them to buy the lower quality grain.

(e) For crops having quality adjustment provisions in the policy or for crops having quality adjustment provisions in the Special Provisions and the production has a type or level of damage for which there are no established discount factors (i.e. RIV's are used):

The insured may offer a value for the production rather than having to destroy the production IF it has been determined that there are no markets or other outlets that will offer a value for the production, and the insurance provider considers this a reasonable offer. A value cannot be accepted for mycotoxin-infected grain that CANNOT be disposed of in a manner that will not exceed advisory levels. See PAR. 178.

NOTE: For crops with QA provisions within the Special Provisions-If for the type(s)/level(s) of damages, there are pre-established DF's shown on the chart in the Special Provisions, offers will not affect the quality adjustment of the grain. If the grain is not destroyed, the production will be adjusted in accordance with the established DF's on the chart.

- (f) Document all determinations made in (3) (a)-(e) above, including names and locations of marketing outlets, values quoted for the damaged production, any information pertinent to possible conditioning of the damaged production, any allowable transportation costs of the damaged production, etc. If multiple above-zero-values are determined, use the highest obtainable value (after allowable adjustments for conditioning or transportation costs, if applicable).
- (4) Prior to the finalization of the claim, zero-value production must be destroyed in accordance with any <u>applicable</u> Environmental Protection Agency (EPA) regulations (depending on the type of production and/or the type of damage, the EPA may or may not have any specific regulations pertaining to destruction). See PAR. 178 for additional information pertaining to mycotoxin-infected grains.

NOTE: See exception of requirement to destroy unharvested mature production prior to indemnification in (2) (b) above.

### 108 ADJUSTMENTS FOR MOISTURE

### A Policy or Endorsement Provisions

- (1) When the moisture percentage of barley, canola/rapeseed, corn, popcorn, rye, grain sorghum, dry beans, rice, safflowers, sunflowers, oats, soybeans, or wheat exceeds the percentage shown in the policy or endorsement; the mature production will be reduced when it meets the requirement stated in the crop policy/endorsement. See PAR. 123.
- (2) For barley, canola/rapeseed, corn, grain sorghum, oats, rye, soybeans, sunflowers, and wheat: If moisture adjustment is applicable, make it prior to making any adjustment for quality.
- (3) See PAR. 123 for adjustments of hybrid corn seed and hybrid sorghum seed.
- B Grain Dealers Use Various Methods to Dock High Moisture Grain
  - (1) One method reduces the price in relation to the amount of moisture on the basis of currently established standards (charts).
  - (2) Another method applies additional dockage, relative to the amount of moisture, which is determined from established guidelines. Where the production shown on warehouse or elevator receipts has been reduced by applying such additional dockage, the gross units of wet production and the actual moisture percentage must be determined before the crop can be considered for a moisture adjustment.
- C <u>Consolidating and Averaging Moisture Percentages</u>. For consolidating and averaging moisture percentages on the claim form, see PAR. 125.
- D <u>Moisture Tests of Farm-Stored Production</u>. Make moisture tests for farm-stored production at the time of the farm inspection. The adjuster is responsible for ensuring that any moisture determination is representative of the grain in the entire storage structure. This is done by using a probe (may need an extension on the probe) to take samples from various depths and areas of the bin or other various means to derive a moisture percentage that is representative of the entire storage structure. Note: Only the adjuster can take samples for moisture determinations.
- E <u>Claim Form Entries</u>. Entries for moisture factors (and/or moisture percentages) on the claim form are made as instructed in the individual crop handbook.

## 109 ADJUSTMENTS FOR DOCKAGE

Dockage is generally foreign material; i.e., material other than grain (however, it may include dockage as defined by the U.S. Standards for the crop IF the individual crop handbook allows such dockage) which, when removed, will reduce the weight of the production. See PAR. 124 for more detailed information.

## 110 (RESERVED)

## 111 (RESERVED)

### SECTION 6 RECORDING AND DETERMINING THE QUANTITY OF FARM-STORED PRODUCTION

### 112 DETERMINING AND RECORDING FARM-STORED PRODUCTION THAT REQUIRES MEASUREMENTS

### A Accurate Measurements

Accurately measure storage structure(s). If possible, the measurements must be INSIDE measurements. If inside measurements are not possible, the measurements must reflect the wall-thickness of the structure. The circumference range on the Round Bin Conversion Chart (Exhibit 22) reflects the wall-thickness of a steel bin.

- B <u>Recording Measurements</u>. Record measurements in feet to tenths.
- C <u>Claim Form Entries</u>. Entries on the claim form must be legible and printed in ink.
- D <u>Deductions for Obstructions</u>. All obstructions must be found and deducted from the volume of the grain or silage.
- E <u>Insured/Adjuster Cooperation</u>. Cooperate with the insured while working in and around his/her property.
- F <u>Caution</u>
  - (1) DO NOT ENTER storage structures that are air tight. The result could be FATAL.
  - (2) DO NOT ENTER storage structures without someone there to assist.
- G Stirring Device

If a stirring device is being used in stored grain, advise the insured that accurate measurements cannot be made unless stirring is stopped at least 4 to 6 days prior to the inspection.

### 113 PRODUCTION WEIGHED AND FARM-STORED

- A <u>Weighed/Weight Tickets</u>. Weighed production weighed either by farm scales or commercial elevator scales prior to storing on the farm may be used to determine production, provided acceptable weight tickets are available.
- B <u>Acceptable weight tickets must provide the following information</u>:
  - (1) Insured's name
  - (2) Load number

- (3) Crop
- (4) Gross weight
- (5) Unit number and FSN
- (6) Tare weight
- (7) Date weighed
- (8) Net weight of production
- (9) Legal description of the land from which the production was harvested
- (10) Identification and/or location of farm bin in which load is stored

## C Converting Scale Weights to Unit of Measure Used for the Crop

To convert scale weight to units of measure, divide the weight by the standard weight per unit of measure. (See 126 F for standard bushel weights). Example: The standard weight for a bushel of wheat is 60 lbs. (10256 lbs.  $\div$  60 lbs. = 170.9 bushels). This bushel amount would be entered in the column to enter gross production on the claim form. See Exhibit 4, Unit of Measure by Crop.

### 114 AUTHORIZATION TO ACCEPT INSUREDS' LOAD RECORDS AND BIN MARKINGS

### A <u>Measurements Prior to Insured Commingling Production</u>

For the purpose of indemnities, insurance providers generally cannot accept the insureds's determinations of separate unit production when production has been commingled with other units, uninsured acreage production, or different crop years (PAR. 167). When a loss situation is probable, the insured should request measurement of existing production in a storage structure PRIOR TO adding production from other units, uninsured acreage, etc. See (PRE-MEASUREMENT SERVICE, (PAR. 142). However, when authorized and in accordance with conditions and requirements described in B below, the insured's load records and/or bin markings may be used.

## B <u>Authorization of Insureds' Load Records or Bin Markings in Lieu of Insurance</u> <u>Provider Measurements</u>

Sometimes extensive crop damage can result in critical crop shortages; thus, leading insureds to store production from multiple years/units in a single structure. When this situation occurs in a WIDE-SPREAD AREA, the insurance provider may not be able to timely perform Pre-Measurement Services due to the large number of requests. Under these conditions, the insurance provider

may authorize the use of insureds' truckload (or wagon load, etc.) records or bin (or other structure) markings if all the following conditions apply:

- (1) The loss work load indicates that individual unit production determinations cannot be made timely.
- (2) Failure to implement this authorization will result in a hardship to the insured; i.e., the insured will have to delay harvest while waiting for an adjuster to arrive to mark the structure or measure the grain.
- (3) The loads are recorded and/or the structure is marked and identified as outlined in subparagraph C below.
- (4) There is no production from prior years in the structure (UNLESS FSA or a reinsured company has previously measured this production, AND the adjuster is satisfied after verifying with the insured that the amount of production is unchanged).
- (5) The total production within the structure must be accounted for (i.e., all production stored in the storage structure can be identified separately by unit number or field I.D., uninsured acreage, etc.)
- (6) Authorization is used on a case-by-case basis to ensure that the restrictions are complied with. Agents or FSA Service Offices may not provide this authorization, but should assist in the coordination of individual cases with the insurance provider. For FSA Offices, the State Office Representative will make this authorization.
- C <u>Insurance Provider's Authorization</u>. The insurance provider's authorization allows the insured to identify production from separate units by load records or storage structure markings as follows:
  - (1) Loads
    - (a) Recording by load is authorized only for production which will be stored in structures that cannot be leveled and marked as provided in subparagraph C (2) below.
    - (b) Maintain a ledger, recording loads of grain identified by unit and field number, date of harvest, identity of the vehicle or wagon, and weight or estimated bushel volume per load.

NOTE: Adjusters should measure empty vehicle or wagon to verify reasonableness.

- (2) Storage Structure Markings
  - (a) Level the unit production before adding additional production.
  - (b) Identify the depth of such production by marking the storage structure with a permanent marker. Write the unit number(s) (by field ID) from which the production was harvested, and date and initial the mark. Identify uninsured-acreage production from insured-acreage production when the storage structure contains both.

NOTE: Significant differences in grain quality should be indicated on the truck ledger, storage structure, or a storage structure ledger, as appropriate. Only samples taken by the insurance provider's representatives are allowable in adjusting the quantity of such grain. Document in the narrative of the claim or on a Statement of Facts any significant differences in grain quality.

## D When Claims Can Be Finalized

DO NOT finalize claims on units with production in such structures until all production from all units, uninsured acreage, prior crop year(s), etc. within the structure can be accounted for (See subparagraph B(5) above).

## E Additional Information

ONLY in critical loss work load situations will the insurance provider authorize the use of the insured's load records or bin markings to establish production in a storage structure. This authorization is to be used on a case-by-case basis, and is not to be considered as a routine means to satisfy the insured's responsibility to keep production separate by units and uninsured acreage, etc. Likewise, the insured is still responsible for giving timely notice to the insurance provider that production from the unit needs to be measured so that the insurance provider has the opportunity to do so, rather than rely upon the insured's bin markings or load records.

## F Adjuster Determination

The adjuster must be satisfied that the insured has met all the requirements of this procedure and the bin markings or load records are reasonable between units, uninsured acreage production, or crop years. If the adjuster is not satisfied with any of the production determinations for a unit(s) in the storage structure, such production will be considered commingled. Production for such units will be determined based on the procedure for unsatisfactory records in PAR. 167.

### 115 RECORDING AND CONVERTING MEASUREMENTS

Record all measurements in feet and tenths. Inches are converted to tenths of a FOOT as follows:

	TENTUS		TENTUC
INCHES	TENTHS	INCHES	TENTHS
1	.1	7	.6
2	.2	8	.7
3	.3	9	.8
4	.3	10	.8
5	.4	11	.9
6	.5	12	1.0

#### TO CONVERT INCHES TO TENTHS OF A FOOT

#### 116 ROUNDING FRACTIONS

#### A Rounding Computations

Carry out computations to one digit beyond the digit to be rounded. ROUND AFTER EACH CALCULATION BEFORE MAKING THE NEXT CALCULATION IN A FORMULA.

B <u>Rounding Rules</u>. If the last digit is 4 or less, disregard; if 5 or more, round upward.

EXAMPLE: Bushel fractions are to be rounded to tenths: 100.04 bushels ------ Record as 100.0 bushels 100.66 bushels ------ Record as 100.7 bushels

- C General Rounding Applications Round
  - (1) Acres to tenths (10.0, 10.9) exceptions: tobacco acres, to hundredths (1.05); and raisin acres, to whole acres.
  - (2) Linear measurement in feet to tenths (10.0, 10.9).
  - (3) Bushels to tenths (100.0, 100.9) except APH yield entries.
  - (4) Hundredweights to tenths (1.3, 0.6) except APH yield entries.
  - (5) Tons to tenths (40.0, 40.9) except for raisin tonnage, round to hundredths (40.58).
  - (6) Insured share percent to three decimal places (.500, 1.000).

- (7) Monetary entries to cents (\$1.00, \$1.97). Refer to crop handbooks for exceptions for cotton, peanuts, and peas for quality adjustment values and contract prices for peas and bush beans. (DO NOT USE "\$" when making an entry on the claim form. Final dollar indemnity amounts are rounded to whole dollars.
- (8) Cubic feet (each computation) to tenths (40.0, 40.9).
- (9) Moisture to tenths (15.7, 16.1).
- (10) Dockage to tenths (3.2, 5.0). Use the normal rounding procedure.
- (11) Test weight to whole pounds (50, 58).
- (12) Shelling percentage to whole percentage points (80, 85).
- (13) Shelling percentage factor to hundredths (.90, .98)
- (14) Corn silage sample weight in pounds to tenths (12.0, 13.8).
- (15) Except bush beans and peas (refer to the crop handbook), contract prices are to three decimal places (\$0.125, \$1.120; DO NOT USE "\$" WHEN MAKING ENTRY ON THE CLAIM FORM.
- (16) Pounds to whole pounds (1752).
- (17) Percent of pick to whole percentage points.
- D <u>Table to Convert Fractions to Percent Figures</u>. (See Exhibit 18.)

## 117 RECORDING FARM-STORED PRODUCTION ON THE CLAIM FORM

- A <u>Reference</u>. For production weighed prior to farm-storage, see PAR. 113.
- B For Production Not Weighed Prior to Storage
  - (1) For square, rectangular, and round storage structures.

Entries for internal measurements of structural space occupied by the crop, test weight, and any entries for moisture, dockage, production not to count, and/or quality will be entered in the appropriate columns on the claim form as instructed in the crop handbook. From these entries the net production-to-count will be calculated for the storage structure(s).

NOTE: Outside measurements of storage structures may be used when internal measurements cannot be obtained; however, the dimension used should reflect the internal space occupied by the crop taking the wall-thickness into consideration. Do not adjust circumference

measurements of steel bins for the wall-thickness of the structure because the circumference range on the Round Bin Conversion Chart (Exhibit 22) accommodates varying wall-thickness.

- (2) ALL OTHER STRUCTURES (Hexagon, Octagon, Conical Pile, etc.)
  - (a) Gross production adjusted by test weight from these structures MUST be hand calculated and entered in the column used for gross production on the claim form UNLESS component parts from an odd shape structure are square, rectangular, or round as explained in B (3) below.
  - (b) Any applicable entries for moisture, dockage, quality, or production not to count will be entered in the appropriate columns on the claim form as instructed in the crop handbook and from these entries further adjustments to the production entered in the column for gross production will be made to determine the net production.
  - (c) PAR. 118 shows the steps to calculate gross production adjusted for test weight and PAR. 119 provides gross cubic feet formulas for these structures.

### (3) Odd Shaped Structures

Odd shaped structures must be separated into component parts to make determinations. If the odd-shaped structure consists of component parts that are square, rectangular, or round, the individual component part measurement for each square, rectangular, or round part in the odd-shaped structure may be entered on the claim as stated in PAR. 117 above. See Exhibit 20 for unusual (odd-shaped) storage configurations for measurement and computations.

### C Documentation

Document any calculations you have made, on a Statement of Facts or other form provided by the insurance provider, for storage structures requiring entries in the column used for gross production on the claim form or calculations used to obtain square, round, or rectangular component part measurements for odd shaped structure that were entered on the claim form. Copies of calculations are to remain in the contract folder.

### 118 FARM-STORED PRODUCTION-TO-COUNT FORMULA

AT THE INSURANCE PROVIDER'S CHOICE, ADJUSTERS ARE TO ROUND AFTER EACH STEP OR AT THE END OF THE CALCULATION.

A <u>Regular structures - Round, Square, Hexagon, Octagon, Conical Pile, etc.</u>

The step-by-step process used to determine production for these structures is:

- (1) Record measurements accurately.
- (2) Determine gross cubic feet (See PAR. 119).
- (3) Gross cubic feet minus deductions in cubic feet equals net cubic feet (See PAR. 121).
- (4) Net cubic feet times Conversion factor equals unadjusted gross production (See PAR. 122).
- (5) Unadjusted gross production times actual test weight divided by standard test weight\*(X percent of shell factor for ear corn) equals adjusted gross production for weight (see PAR. 126).
  - \* Actual test weight will be used for canola/rapeseed, dry beans, rice, dry peas, millet, safflowers, and sunflowers.
- (6) Adjusted gross production (by weight) times moisture adjustment factor equals Adjusted gross production for moisture (see PAR. 123).
- (7) Adjusted gross production (for moisture) times dockage factor equals adjusted gross production for dockage (see PAR. 124).
- (8) Adjusted gross production (for dockage) times quality factor equals production to count (see PAR. 106 and 107).
- (9) Adjusted gross production by test weight minus production not to count equals adjusted gross production by weight.

### 119 GROSS CUBIC FEET FORMULAS BY STRUCTURE

SEE EXHIBIT 19 FOR ILLUSTRATED EXAMPLES OF SOME OF THE FOLLOWING FORMULAS

All of the following measurements are made in feet, to tenths. If instructed by your insurance provider round at the end of the calculation rather than after each step.

A Square or Rectangular Structure

Length times Width times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

### B Round Structure

- (1) Diameter squared times .7854 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).
- (2) The circumference measurement can be used to determine the diameter of the bin. Use the Round Bin Chart (Exhibit 22) to determine the diameter of the bin from the circumference measurement. The Round Bin Chart also provides the square foot factor for each size of bin.
- (3) For bins not included in Round Bin Chart (Exhibit 22), mathematically compute the diameter of a round bin by multiplying the circumference measurement by .31831.

NOTE: The square foot factor (Round Bin Chart, Exhibit 22) times the level crop depth will also determine the gross cubic feet of a round bin.

### C Pentagon Structure (5 sides)

Length of Side squared times 1.720 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

D <u>Hexagon Structure (6 sides)</u>

Length of Side squared times 2.598 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

E <u>Heptagon Structure (7 sides)</u>

Length of Side squared times 3.634 times Leveled Depth = Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

F Octagon Structure (8 sides)

Length of Side squared times 4.828 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

G Nonagon Structure (9 sides)

Length of Side squared times 6.182 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

H <u>Decagon Structure (10 sides)</u>

Length of Side squared times 7.694 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

I <u>Undecagon (11 sides)</u>

Length of Side squared times 9.36 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

J <u>Dodecagon (12 sides)</u>

Length of Side squared times 11.196 times Leveled Depth equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise).

K Any Structure with More than 12 Sides

Use the formula for a circle for any structure with more than 12 sides.

L <u>Conical Pile</u>

Diameter squared times .2618 times depth (feet to tenths) equals Gross Cubic Feet (Round to tenths after each step unless instructed otherwise). When it is not possible to accurately measure the depth of a conical pile of grain the following formula may be used: The length of the slope squared minus the radius ( $\frac{1}{2}$  the diameter) squared equals the depth (height) squared. Determine the square root of the result to determine the height of the cone in feet to tenths. (See Exhibit 21 for square root table.)

M <u>Reference</u>. For odd shape (unusual) storage structures, see Exhibit 20.

### 120 ROUND BIN CHART

See Exhibit 22 for converting circumference to diameter and square feet.

## 121 NET CUBIC FEET FORMULA (CUBIC FEET DEDUCTIONS)

- A <u>Net Cubic Feet Calculation</u>. Gross cubic feet minus Cubic feet of deductions equals net cubic feet.
- B <u>Determining Deductions</u>. Calculate net cubic feet by computing the cubic feet of studs, vents, etc., which displace the crop inside the structure and deducting that amount from the gross cubic feet.

- C <u>Deductions for Regular Type Structures</u>. For regular type structures (round augers, square air vents, etc.) use the formulas given in PAR.'s 119 and in D below to determine cubic feet deductions.
- D <u>To compute studs and joists which displace the crop</u>:
  - (1) 2" x 4" multiply the number of studs times depth of the stored crop and divide by 18.
  - (2) 2" x 6" multiply the number of studs times depth of the stored crop and divide by 12.
  - (3) 2" x 8" multiply the number of studs times depth of the stored crop and divide by 9.
  - EXAMPLE: A bin with 30 studs (2" x 6") with a depth of 5 feet in the crop:

 $\frac{30 \times 5}{12} = 12.5 \text{ cu. ft.}$ 

(4) Angled (diagonal, etc.) support studs should be calculated by dividing the total length of the studs by the appropriate factor.

## GO TO THE NEXT PAGE FOR THE NEXT PARAGRAPH

## 122 CONVERTING VOLUME TO BUSHELS, HUNDREDWEIGHT, OR POUNDS

Net cubic feet times conversion factor, hundredweight, or pounds shown in the chart below equals unadjusted gross production (before adjustments for weight, moisture, and dockage).

00		CTOR CHART	
CROPS	FOR BUSHELS	FOR HUNDREDWEIGHT	FOR POUNDS
Barley	0.8		
Beans (Dry)	0.8		*
Canola/rapeseed	0.8		*
Corn (Shelled)	0.8		
Corn (ear)	0.4		
Corn (Ground Shelled)	0.7		
Corn (Ground Ear)	0.6		
Corn (Hybrid Seed)	0.8		
Flaxseed	0.8		
Grain Sorghum	0.8		
Hybrid Seed Sorghum	0.8		
Millet	0.8		
Oats	0.8		
Peanuts (Spanish SW & SE			19.7
Peanuts (Runner)			16.9
Peanuts (Virginia)			13.5
Peanuts (Valencia)			17.5
Peas (Dry)	0.8		*
Popcorn (Shelled)	0.8		*
Popcorn (Ear)	0.4		*
Potatoes		0.4167	*
Rice	0.8		*
Rye	0.8		
Safflowers	0.8		*
Soybeans	0.8		
Sunflower (oil)	0.8		*
Sunflower (non-oil)	0.8		*
Wheat	0.8		

## CONVERSION FACTOR CHART

\* To convert to pounds: Net cubic feet x Conversion Factor x Actual Test Weight (÷ 100 for millet) = adjusted Gross Production for test weight.

### 123 MOISTURE ADJUSTMENT AND MOISTURE ADJUSTMENT FACTOR TABLE

A <u>General Information</u>. The following table, in crop order, shows when gross production will be adjusted for excessive or deficient moisture content. Moisture percentages are entered in the item designated for moisture on the claim form. Except for barley, canola, corn, grain sorghum, oats, rye, soybeans, sunflowers, and wheat, DO NOT MAKE AN ENTRY FOR MOISTURE ON THE CLAIM IF MOISTURE has been accounted for under quality adjustment.

MOISTURE ADJUSTMENTS				
CROP	PERCENTAGE RANGE	REDUCTION FOR EACH .1 PERCENT OF EXCESSIVE MOISTURE		
Canola	Above 8.5	.12		
Corn	Above 15.0 through 30.0	.12		
Corn	Above 30.0	.20		
Popcorn	Above 15.0	.12		
Barley	Above 14.5	.12		
Malting Barley	Above 13.0	.12		
Millet	Above 12.0	.12		
Grain Sorghum	Above 14.0	.12		
Oats	Above 14.0	.12		
Soybeans	Above 13.0	.12		
Rice	Above 12.0	.12		
Wheat	Above 13.5	.12		
Safflowers	Above 8.0	.12		
Hybrid Corn Seed (Shelled) (ear)	To 15.5 Above 14.0	See Par. 123 G See Par. 123 F		
Hybrid Sorghum Seed	To 13.0	See Par. 123 G		
Sunflowers	Above 10.0	.12		
Dry Beans	Above 18.0	.12		
Rye	Above 16.0	.12		

- B <u>Reference</u>. See PAR. 125 for consolidating or averaging moisture percentage entries on the claim form.
- C Formula for Computing the Moisture Adjustment Factor (MAF)

Adjusted Gross Production (by weight) will be reduced by .12 percent for each .1 percentage point of moisture in excess of the Policy or Endorsement Standard Percentage (except for corn, with 30.1 - 40.0 percent moisture). Following are the steps to determine the MAF:

- Actual Moisture Percent (to tenths) minus Policy or Endorsement Standard Percentage equals Excess Moisture Percent above Policy or Endorsement Standard.
- (2) Excess Moisture Percent (to tenths) times .0120 equals Percent Reduction. Round to 4 decimal places.
- (3) 1.0000 minus Percent Reduction equals Moisture Adjustment Factor (4-place decimal).
- D <u>Adjusting Gross Production for Excess Moisture</u>. To adjust Adjusted Gross Production (by weight) for excessive moisture content, multiply the Adjusted Gross Production (by weight) times the Moisture Adjustment Factor.
- E <u>References.</u> See Exhibit 24 for the Moisture Adjustment Factor Table (most moisture charts are also in applicable crop handbooks). Use this table only when computing net production.
- F Moisture Adjustment for Hybrid (Corn) Seed (EAR Corn)

The weight of ear corn required to equal 1 bushel of shelled corn (70 pounds) will be increased 2 pounds for each percentage point of moisture in EXCESS of 14 percent.

G <u>Moisture Adjustment (Deficient Moisture) for Shelled Hybrid (Corn) Seed and</u> <u>Hybrid Sorghum Seed</u>

Mature (gross) production (adjusted by weight) will be adjusted (increased) .12 percent for each .1 percentage point of moisture BELOW 15.5 percent for shelled hybrid (corn) seed and BELOW 13.0 percent for hybrid sorghum seed unless production records provided by the seed company have already been adjusted TO these percentages. Following are the steps to determine adjusted production for deficient moisture:

- (1) Policy or Endorsement Standard Percentage minus Actual Moisture Percent (to tenths) equals Moisture Deficiency Percent (to tenths).
- (2) Moisture Deficiency Percent times .0120 equals Increased Adjustment Percent. Round to 4 decimal places.

- (3) 1.0000 plus Increased Adjustment Percent equals Moisture Adjustment Factor (4-place decimal). See Exhibit 24 for the Moisture Adjustment Factor Table.
- (4) Adjusted Gross Production (by weight) times Moisture Adjustment Factor equals Adjusted Production for Deficient Moisture.

## 124 DOCKAGE AND DOCKAGE FACTOR

## A General Information

"Dockage and Foreign Material (FM)" are terms used by local grain buyers and the Federal Grain Inspection Service (FGIS) to describe materials within the harvested production that are typically subtracted from the purchase weight of the grain. Both dockage and foreign material may be subtracted from the gross production-to-count for the crop PROVIDED the documented percentage meets the criteria listed in the individual crop handbooks. Adjusters should carefully review dockage/FM percentages determined by local grain buyers since a variety of discounts may be included in a "dockage" percentage including some discounts that will not fit the criteria listed in the crop handbook. Dockage and foreign material are determined on the basis of weight (not volume).

## B <u>Commercially Stored or Sold Production</u>

- (1) When a dockage (FM) percentage(s) is shown on producers' records; i.e., summaries, settlement sheets, individual load slips, enter in the dockage column of the claim form the actual percent to the nearest tenth that the buyer has actually deducted from the gross production sold (the amount entered in the column for gross production on the claim form. See PAR. 125 for consolidating or averaging dockage percentage entries on the claim form.
  - (a) If you are not certain if the elevator allowed 1% of a 4% dock and only charged the producer for 3%, contact the elevator either by phone or visit to ascertain what percentage was actually deducted. If still in doubt show the full dockage and explain in the narrative.
  - (b) Show the FULL AMOUNT (percentage of dockage deducted regardless of the grade tolerance (e.g., the U.S. Standards for Grain allow 2% foreign material on soybeans which grade No. 2). If the producer's records show 4% foreign material, the 2% foreign material allowed in the U.S. Standards is NOT deducted from the 4% on the producer's records. Thus "4.0" is entered in the dockage column on the claim form.
- (2) When dockage (FM) is shown as a price discount and not as a percentage (provided production does not qualify for quality adjustment), try to ascertain the percentage of dockage (FM) contained

in the production. Make no entry in the dockage column of the claim form if this percentage cannot be determined.

- (3) If the dockage (FM) is accounted for under quality adjustment, even though dockage may not have been the quality adjustment determining factor, DO NOT show the dockage percent in the dockage column of the claim form.
- (4) Do not include any adjustments for moisture in dockage (FM).
- C Farm-Stored Production
  - If dockage applies to the crop, have a sample of the farm-stored production tested at the local elevator if it has not already been done.
     If the local elevator does not have the proper equipment for determining FM-dockage, the producer may send the sample to a licensed grain grader, or
  - (2) Perform FM-dockage tests, measuring, and weighing grain as described in D below.
  - (3) The FM-dockage percentage to the nearest tenth (that the buyer would actually deduct from the gross production) is entered in the appropriate column for dockage on the claim form. See the specific crop handbook instructions.
- D Determining Dockage on the Farm

The following materials and instructions are to be used when determining dockage on the farm for wheat, barley, or oats.

- (1) Materials
  - (a) Screen "A" 12/64" round aperture
  - (b) Screen "B" 8/64" triangular aperture
  - (c) Screen "C" 1/12" round aperture
  - (d) Pan round non-perforated (610-E)
  - (e) Funnel
  - (f) One-pint or one-quart grain measuring bucket.
  - (g) One-pint or one-quart grain measuring scale (each scale must be calibrated to the respective bucket).
  - (h) Leveling stick

- (2) Weight and Dockage
  - (a) Measure and weigh grain as outlined in PAR. 126 B, except the samples will not be "clean" (free of FM dockage). Determine the weight of one pint or one quart of grain by use of the "lbs. & ozs." line on the scale. (One pint = one pound.) Remove dockage from the quart or pint prior to determining test weight.
  - (b) See subparagraph 1 above: screens "B" and "C" are both small grain screens. Use screen "B" in the presence of buckwheat infestation. Use screen "C" under normal conditions.
  - (c) Determine dockage by separating the foreign material from the pint or quart of grain measured as in subsection 2(a) above. Place screen "B" or "C," whichever is needed, in the non-perforated pan, insert screen "A" next (see subparagraph "a" above) and spread weighed grain over screen "A." Use a circular shaking motion to cause all foreign matter to pass through the screens into the pan.
  - (d) The screenings in the pan along with anything remaining in screen "A" will be FM dockage. Do not consider cracked or broken kernels as FM dockage. The measurement of this FM dockage is established by weighing all the screenings with the bucket and scale. Use the "%" of lbs." line on the scale to make the final determination of FM dockage percentage.
- E Dockage Factor
  - (1) The dockage factor is computed by subtracting the determined percent of dockage (foreign material and/or dockage as defined by the U.S. Standards for the crop IF the individual crop handbook allows such dockage) from 1.000. Example: 1.000 - .030 (FM) = .970 dockage factor. When this factor is applied to the production to count, it is reduced.
  - (2) Unhusked cribbed corn. (Husk factor is NOT TO BE ENTERED in the dockage column of the claim form.
    - (a) Unhusked cribbed ear corn on which none of the husks have been removed is unusual, but when it occurs, determine the husk factor and apply this factor to the calculated gross bushels to determine the production to be entered on the claim. Determine the husk factor as follows:
      - <u>1</u> Fill a straight-sided container (wooden box 24" x 24" x 12") with a representative sample packed to the same density as the crib.
      - 2 Remove husks. Put husked ears in the box. Pack and measure depth.

<u>3</u> Divide the depth of the husked corn by the depth of the unhusked sample. Round to two decimal places. Retain a copy of all calculations in the insured's contract folder.

## 125 CONSOLIDATING OR AVERAGING MOISTURE AND DOCKAGE PERCENTAGE ENTRIES ON THE CLAIM FORM

### A General Information and Instructions

Adjusters may consolidate or average moisture or dockage (FM or dockage as stated in 124 above) percentage entries on a single line of the claim form or production worksheet (as listed below) unless separate lines are required for reasons other than moisture or dockage differences. This applies to the following crops: barley, dry beans, canola, corn, flax (dockage only), grain sorghum, hybrid corn seed, hybrid sorghum seed, millet, oats, dry peas (dockage only), popcorn (moisture only), rice, rye, safflowers, soybeans, sunflowers, and wheat.

- (1) When quality adjustment applies, list quality-adjusted production on separate lines.
- (2) When elevator settlements or summaries are based on consolidated or averaged moisture or dockage (FM or dockage as stated in 124 and there are two or more individual settlements or summaries, list each on a separate line.
- (3) To consolidate percentages, total the production of the loads with the same percentages, and make a single entry for such loads.
- (4) To enter averaged percentages, use the same average provided on the elevator settlement or summary sheet, after verifying its acceptability. Use of averaged percentages is authorized ONLY when the elevator has calculated and settled on the basis of an average on the settlement or summary sheet and the determined average is acceptable to the adjuster. Exercise caution in determining acceptability of averages, because of the potential for significant impact on indemnities; e.g., one 20,000# load @ 15% moisture and one 4000# load @ 25% moisture (Simple avg. = 20%; Weighted avg. = 16.7%). Use of the simple average in this case would not be acceptable.

## 126 TEST WEIGHT AND TEST-WEIGHT FACTOR

### A <u>Test Weight</u>

(1) The test weight must be used for farm-stored production to determine the number of bushels on the basis of gross weight or the number of pounds for crops which use pounds as the unit of measurement. (Crops which use pounds as the unit of measurement are: canola, millet, dry beans, dry peas, popcorn, rice, safflowers, and sunflowers.)

- (2) For grain storage structures, the test weight must be taken as a dockage-free sample; i.e., with dockage (foreign material) excluded (dockage will be accounted for in column specified for dockage on the claim form. (See PAR. 124 for instructions on determining dockage.)
- (3) For quality adjustment test weight, the sample must be "clean" of dockage (foreign material).
- (4) If a "clean" test weight CANNOT adequately be obtained, samples must be taken to an elevator to get the percentage of dockage (foreign material) and the "clean" test weight.
- B <u>Determine test weight by</u>:
  - (1) Mixing and pouring "clean" samples of the stored grain into the test bucket from a height of approximately four inches (a normal hand width) above the bucket to simulate natural fall.
  - (2) Filling the test bucket to overflowing and leveling with prescribed leveling stick. Level by using THREE zig-zag motions across the rim of the grain bucket with the leveling stick (do not use scale bar to level the grain in the bucket and do not pack).
  - (3) Weighing the leveled bucket of grain using a calibrated scale. Determine the weight by using the "pound per bushel" line from the scale.

### C <u>Test-Weight for Ear Corn</u>

For ear corn, a representative sample must be shelled to make the test weight determination (refer to corn handbook for specific instructions).

D <u>Test-weight for corn silage</u>

See the Corn Handbook for specific instructions.

E <u>Determine the test-weight factor as follows</u>:

Divide "clean" test weight by standard test weight, to three decimal places.

NOTE: DO NOT USE TEST-WEIGHT FACTOR FOR CANOLA/RAPESEED, DRY BEANS, DRY PEAS, MILLET, POPCORN, RICE, SAFFLOWERS, OR SUNFLOWERS; USE ACTUAL TEST WEIGHT.

# F <u>Standard Bushel Weights</u>

TABLE OF STANDARD BUSHEL WEIGHTS

CROPS	POUNDS PER BUSHEL
Soybeans, Wheat	60
Flax, Rye, Shelled Corn, Grain Sorghum	56
Corn-and-cob meal (ground ear corn)	45
Cracked corn, corn meal	50
Ear Corn	70
Barley	48
Oats	32
Canola, Dry Beans, Dry Peas, Millet, Popcorn, Rice, Safflower, and Sunflowers	USE ACTUAL TEST WEIGHT

## G <u>Standard Weight for Corn Silage</u>. See the Corn Handbook.

## 127 (RESERVED)

# 128 (RESERVED)

## SECTION 7 REVISED ACREAGE REPORTS

### 129 GENERAL INFORMATION

#### A Overview

The acreage report (tonnage report for raisins) is the document used to determine the insurance provider's liability, the insured's premium, and amount of coverage. If incorrect, the acreage report may be revised if allowed under the parameters of this section. The following circumstances may result in a revised acreage report being filed:

- (1) The insured may file a request for a revision on a unit basis.
- (2) The adjuster may file a revised acreage report to correct inaccuracy or incompleteness of an original acreage report or a Summary of Protection (or Schedule of Insurance) provided the revision falls within the allowed parameters outlined in this section of the acreage report.
- (3) Acreage Report Reviews. During Acreage Report Reviews, acreage reports may be revised, provided they are within FCIC tolerances and liability is not increased on a unit that could not pass a crop inspection.
- (4) All acreage report revisions require:
  - (a) Documentation in the "Remarks" section of the acreage report or on Statement of Facts explaining why the revision took place and what changes were made (if a form was used to document, notate "See attached (Form Number)" in the "Remarks" section of the acreage report);
  - (b) Date, signature, and code number of the person preparing the revised acreage report,
  - (c) Insured's signature and date, UNLESS circumstances warrant the absence of the insured's signature. If the insured's signature is not obtained, document why the signature was not obtained in the "Remarks" or on a Statement of Facts. Based on the nature of the revision and the reasons the insured's signature was not obtained, the insurance provider will determine whether the revised acreage report should be approved without the insured's signature.
  - (d) For acreage reports revised after the final acreage reporting date, the insurance provider's authorized representative's approval is required.

## 130 REVISED ACREAGE REPORTS - BEFORE THE FINAL REPORTING DATE

- A <u>When</u>. Acreage reports may be revised BEFORE the final reporting date anytime information that affects the guarantee, premium, or liability was incorrectly reported. No crop inspection or approval is required when revisions are filed BEFORE the final reporting date.
- B <u>Incorrect Summary Of Protection (Summary<sup>1</sup>)</u>. If the Summary of Protection (summary<sup>1</sup>) by some insurance providers) is incorrect, prepare a revised acreage report to correct the summary. Note on the original acreage report that a revised acreage report has been prepared to correct the summary<sup>1</sup>.

## 131 REVISED ACREAGE REPORTS - AFTER THE FINAL REPORTING DATE

- A <u>Insurance Provider Approval</u>. Acreage reports may be revised AFTER the final reporting date ONLY with the insurance provider's authorized representative's approval.
- B If Revision Causes Increased Liability. If the revision causes the insurance provider's liability for the crop to increase, a crop inspection for the unit(s) being revised must be performed as outlined in PAR. 150, except when the revision is to correct errors found on the acreage report or summary<sup>1</sup> as outlined in subparagraph C below. Revision of the unit will be approved or rejected in accordance with the procedure outlined in PAR. 150. Revisions to remove insurable acreage is allowed only as indicated in subparagraph D below.
- C Crop Inspections When Not Required
  - (1) Crop inspections are not required when existing evidence provides proof that errors were made in transferring information to the acreage report from source documents such as:
    - (a) Approved yield from the APH form
    - (b) Written Agreement
    - (c) FCI-35
    - (d) A worksheet the insured completed to report his/her original acreage report information and the agent (also known as service office representative) incorrectly transferred information to the original acreage report form
  - (2) It can be determined that the incorrect percent-planted factor was used to calculate acres for skip-row cotton, or that the incorrect

<sup>&</sup>lt;sup>1</sup> Called Schedule of Insurance by some insurance providers.

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yield-conversion factor was applied to the approved yield for nonirrigated skip-row cotton.

- (3) Keying errors of the acreage report caused an incorrect summary<sup>1</sup> to be issued.
- (4) Incorrect unit arrangement has been reported.
- (NACAT→ (a) Two or more optional/guideline units must be combined anytime separate records of production and acreage are not maintained. (See Commingled Production, PAR. 167.) ←NACAT)
  - (b) Part of a unit or an entire unit may be deleted.
  - (c) Additional units may not be created after the final acreage reporting date, except for basic/policy units as in the case of share-rent on a unit. Basic/policy units must be separated even if damage has occurred on the unit.
  - (5) Acreage has been overreported.
    - (a) When an insured requests a decrease in reported acreage of a unit and no claim will be filed, advise the insured that all units on the crop must have existing acceptable determined acres, as defined in PAR. 90, to support such a revision.
    - (b) If any of the acreage does not meet the definition of acceptable determined acres, the insured must at his/her expense have such acreage measured. (FSA County Offices provide measurement services for a fee.)
    - (c) Document the acceptable determined acreage on a form used for documentation purposes or FSA aerial photo map.
  - (6) **(FOR CAT ONLY)**: Measurement Service has been requested by the insured by the final acreage reporting date for the crop and county. Also, see PAR. 131 E.
  - (7) When it is obvious that the acreage was inadvertently switched between lines at the time the acreage report was completed resulting in incorrect acres between crops or practices, FSN's, types, etc., insurance providers may approve a revised acreage report to correct the error. In all cases, the reason for the revision must be documented on the acreage report or on a form used for documentation purposes. Attach documentation form to the acreage report. The insured must sign the revised acreage report.

<sup>&</sup>lt;sup>1</sup> Called Schedule of Insurance by some insurance providers.

- (a) Insurance providers are to use this type of correction prudently. Revisions of this type are to be approved ONLY when it is obvious that acreage reported on one line was inadvertently switched with acreage on another line, and the insurance provider believes that the insured did not intentionally report this way in order to benefit from doing so; i.e., lower premium because of lower premium rates, etc. The insurance provider should try to establish whether there is a pattern of misreporting every year. If so, the insurance provider should not consider the misreported acres as an inadvertent error.
- (b) This procedure is not to be used to correct overall variances between acres reported and determined. For example: if the irrigated practice was reported as 100.0 acres and the nonirrigated practice is reported as 150.0 acres, and it is determined that there are 95.0 irrigated acres and 155.0 nonirrigated acres, this is a variance in reporting (underreporting and overreporting) and is not considered an inadvertent error.
- (c) When the acreage report is revised to correct an inadvertent error, the revised acreage report must be processed prior to the claim. The acreage on the revised acreage report will be used as the reported acres and cannot be used as the determined acres also. The determined acres must remain a separate determination.

For example: 100 acres was initially reported as irrigated and 50 as nonirrigated; however, the acres for the two practices were inadvertently switched. The determined acres for the irrigated acreage is 51.5 acres; the revised reported acres are 50.0 acres, so there is 1.5 acres underreported for this practice. The determined acres for the nonirrigated acres are 98.0 and the revised reported acres are 100.0, so there is 2.0 acres overreported for this practice.

- (d) The following can be considered inadvertent errors if the insurance provider believes that the insured did not switch the acreages to benefit from lower premiums, etc.:
  - Acreage for practices were inadvertently switched. For example: 100 acres were reported as irrigated and 50 as nonirrigated, however, the acres for the two practices were inadvertently switched when reported.

NOTE: The inadvertent switch of acreages may occur within the same unit, or for limited or additional coverage, it may occur between different units when there are optional units for irrigated and nonirrigated acreage. Acreage for different types were inadvertently switched. For example: 150 acres were reported as oil type (048) sunflowers and 100 acres were reported as non-oil type (049) sunflowers; however, the acres for the types were inadvertently switched when reported.

NOTE: The inadvertent switch may occur within the same unit, (NACAT $\rightarrow$  or when optional units are allowed by type for the coverage selected, the inadvertent switch may involve different units. (NACAT)

Acreage between legal descriptions was inadvertently switched. For example: Unit 0102 has 100.0 acres reported with legal description Section 2, Township 5, Range 3. Unit 0101 has 150.0 acres reported with legal description Section 1, Township 5, Range 3. The legal descriptions are correct for the unit structures shown on the APH form. However, the acreage for the legal descriptions were inadvertently switched.

NOTE: The inadvertent switch may occur within the same unit; or may involve different units (for additional and limited coverage) when optional units are allowed by sections (or other legals described in the policy).

- When unit structure for the crop is by FSN and the acreage between two FSN's were inadvertently switched. For example, 200 acres for FSN 1234 was reported, and 300 acres for FSN 2345 was reported; however, the acreage for the FSN's were inadvertently switched.
- Acreage between two crops were inadvertently switched. For example: one line showed 120.5 acres of corn and one line showed 155.6 acres of soybeans; however, there was actually 155.6 acres of corn and 120.5 acres of soybeans.

## D <u>Revisions to Remove Insurable Acreage</u>

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Acreage reports CANNOT be revised after the final acreage report date to remove insurable acreage, except when the actuarial for the county and crop (such as, fall-seeded wheat) allow acreage to be revised (for any reason) by the date specified in the actuarial.

(1) If the actuarial table provides a reduced premium rate for acreage destroyed by a date designated in the Special Provisions, the insured may report all planted acreage as insurable. Premium will be due on all the acreage for limited and additional coverage. The premium amount will be reduced by the amount shown on the Actuarial Table for any acreage that is destroyed prior to the date designated in the Special Provisions (this includes CAT coverage also) if the insured:

- (a) does not claim an indemnity on such acreage, and
- (b) obtains consent from the insurance provider to destroy such acreage and gives the insurance provider notice after the acreage is destroyed. Thereafter, the insurance provider will revise the acreage report and reduce the premium accordingly.

## If the insured destroys or puts the acreage to another use without consent, an appraisal of not less than the guarantee will be assessed on such acreage.

NOTE: If a notice of damage is claimed and the insured desires a claim for indemnity on the acreage, the acreage must be appraised. See PAR. 97 and 99. If the insured wishes to destroy the acreage to comply with other USDA programs, the acreage must be released when an adequate appraisal is made; or if applicable, the insured has agreed to leave representative samples so that adequate appraisals can be made at a later date.

(2) Adding acreage that was initially reported that it would be destroyed.

If, after the final acreage reporting date, the insured decides to take to harvest acreage that was previously designated to be destroyed (uninsurable) and it meets all insurability requirements in the policy, it can be added if a crop inspection is made and the crop passes the crop inspection in accordance with the requirements in PAR. 150.

- (a) If the crop passes the inspection and is accepted, the acreage would be re-designated as insurable and the acreage report revised to add such acreage. If the acreage is accepted, premium will be applicable to the entire crop year.
- (b) If the crop fails to pass the crop inspection or is not accepted, the acreage is to remain designated as uninsurable in the "Remarks" section of the acreage report.

### E <u>Revisions Due to FSA Measurement Service</u> (FOR CAT ONLY)

If the insured requested FSA Measurement Service by the acreage reporting date for the crop and county, the reported acreage can be increased or decreased respective to the measured acres. This adjustment is allowed even at loss adjustment time. The revised acreage report showing these adjustments still requires the insurance provider's approval.

NOTE: If at all possible, final claims should not be finalized until the measurement service has been completed; otherwise, it could result in a corrected claim. If the measurement service has not been completed at the

time of the final inspection, the insurance provider should notify the FSA that a final claim is pending so that the measurement service can be expedited.

- F <u>CANNOT Increase Liability at Loss Time</u>. Acreage report revisions that increase liability cannot be made during final inspections on a unit except to correct errors as outlined in subparagraph C above.
- G Preparation, Documentation, and Submission

Prepare a revised acreage report and Statement of Facts explaining errors or omissions on the previous acreage report or summary and what corrections were made. Submit the revised acreage report and Statement of Facts to the insurance provider's approving official. If a crop inspection was required, see PAR. 150 for additional requirements.

## 132 REVISED ACREAGE REPORTS - ACREAGE REPORT REVIEWS

Revised acreage reports resulting from an acreage report review (based on acreage determinations only) will not be prepared if the difference in premium does not exceed the FCIC approved tolerance (\$250) UNLESS the insurance provider has given written authorization to allow revisions at a lower tolerance level.

### 133 REVISED ACREAGE REPORTS - EXAMPLES

Following are some examples of acreage report revisions that may be needed during an inspection. Always list the reason for the revision in the remarks section of the revised acreage report or on an attachment.

### A <u>Examples</u>

### (NACAT→

 Insured reported units 0101 and 0102 of grain sorghum as insurable. Upon inspection unit 0102 was found to be planted to an uninsurable practice.

ACTION: Delete 0102 from the acreage report noting in the remarks that the acreage is planted to an uninsurable practice. ←NACAT)

(2) During an inspection, it was found unit 0200 of soybeans was left off of the original acreage report. The crop inspection indicated a normal crop would be produced.

ACTION: Unit 0200 may be added provided no notice of loss has been filed for soybeans by the insured.

(3) Based on the APH yield, an incorrect risk classification for unit 0100 was entered on the original acreage report.

ACTION: Revise the acreage report to show correct risk classification and notate the reason of the revision in the remarks section or on an attachment.

(4) The original acreage report shows 25.0 acres for unit 0100 and the inspection reveals 50.0 acres were planted. The crop inspection indicated a normal crop would be produced.

ACTION: The acreage report may be revised to add the additional acreage provided no notice of loss has been filed by the insured on unit 0100.

(5) The original acreage report shows all of unit 0100 (108.0 acres) was planted by the final planting date, but it was determined 20.0 acres of unit 0100 were planted after the final planting date. This is a crop that the policy provisions require a LPA is signed in order to insure lateplanted acreage. No claim will be filed on unit 0100.

ACTION: Revise the acreage report to reduce the 108.0 acres of insured acreage to 88.0 insured acres. Notate in the remarks sections of the acreage report that unit 0100 was revised to remove the 20 acres planted after the final planting date (complete specified area of the acreage report for uninsured acres if the acreage report has such area). Advise insured to keep harvested production from insured acreage (108.0) acres separate from harvested production from the uninsured acreage (20.0) acres.

(6) The original acreage report shows all of unit 0100 (200 acres) was planted by the final planting date, but it was determined that 50 acres was planted 5 days after the final planting period. This is a crop that the policy provisions provide for automatic late-planted acreage coverage.

ACTION: Revise the acreage report to show 150 acres as timely planted and make a separate line entry showing the 50 acres with the correct planting date.

(7) The original acreage report shows 50 percent share for unit 0100. It is determined that the share at the time of planting was 100 percent and is still 100 percent.

ACTION: Provided a notice of loss has not been filed by the insured on this unit and a crop inspection reveals the potential for a normal crop on all acreage in unit 0100 including the acreage to be added, revise the acreage report to reflect 100 percent share.

(8) The original acreage report shows 100 percent share for unit 0101 soybeans. The inspection revealed the share at the time of planting was 50 percent. No claim will be filed on the unit.

ACTION: Revise the acreage report to reflect the appropriate share at the time of planting.

(9) An incorrect practice was inadvertently entered on the original acreage report for unit 0100. There is no claim for indemnity on the unit. The revision is needed because it may change the insured's premium and or APH records.

ACTION: Revise the acreage to reflect the correct premium.

(10) The original acreage report showed unit 0100 of wheat with 100 percent share. The inspection revealed there were two units, one with 100 percent share and one with 50 percent share. Additional units must be "broken out" because they are basic/policy units.

ACTION: Revise the acreage report to show the correct unit structure.

### (NACAT→

(11) The original acreage report showed two optional units of soybeans. The inspection determined that no separate records of production or acreage were maintained to support the production report filed.

ACTION: Revise the acreage report to combine the two optional units. Delete the unit not kept. (-NACAT)

### B <u>Reminder</u>

Follow the insurance provider instructions for document distribution and for unit numbers to be retained when deleting a unit.

### 134 (RESERVED)

## 135 (RESERVED)

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(RESERVED)

**APRIL 1997** 

## SECTION 8 UNREPORTED ACREAGE

# 136 UNREPORTED ACREAGE DISCOVERED AFTER ACREAGE REPORT FILED FOR THE CROP

If the insured timely filed an acreage report for a crop but did not report ALL the acreage for the crop that could have been insured, and the unreported acreage is discovered prior to harvest of the crop or prior to when harvest for the crop is general in the county, follow the procedures below: (When the insured has never filed an acreage report for the crop, refer to PAR. 33 B, Late-filed Acreage Reports.)

A <u>Insured's Responsibilities</u>. Inform the insured of his/her responsibilities of reporting ALL insured and uninsured crop acreage in the county, and that we will handle the unreported acreage in accordance with the procedure in subparagraph B and C below.

### B For Acreage that Would be Insured as a Separate Unit

If such acreage AND ALL other reported unit(s) for the crop meet the requirements for accepting acreage as outlined in PAR. 150, revise the acreage report to add the unreported unit acreage that could have been insured if it had been reported timely. If such acreage OR ANY OTHER reported unit(s) for the crop DOES NOT meet the requirements for accepting acreage, the acreage report will not be revised and the harvested or appraised production from the unreported unit acreage will be prorated to all other insured units if an indemnity is claimed on any unit (see PAR. 168).

NOTE: Even though there may be damage on other reported units and the unreported unit will not be added for this reason, APPRAISE the unreported unit acreage (that could have been insured) if it has not been harvested, and it appears that it will not be harvested. This appraisal will be used if a claim is filed on any insured unit as outlined in PAR. 168.

## C <u>For Acreage that Would be Part of an Insured Unit (Underreported Acreage in a</u> <u>Reported Unit</u>)

If such acreage (INCLUDING the reported acreage for that unit) meets the requirements for accepting acreage as outlined in PAR. 150, revise the acreage report to add the underreported acreage to the reported unit. If such acreage (including the reported acreage for the unit) IS NOT acceptable as outlined in PAR. 150, the guarantee will be computed on the information reported, but the production from the unreported acreage will count against the guarantee.

## 137 UNREPORTED ACREAGE WHICH MAY BE LATE PLANTED

Acreage which the insured did not report or designate (even as uninsured acreage), and which the insured asserts was planted after the final planting date will be CONSIDERED:

- A <u>Unreported INSURABLE (but NOT INSURED) Acreage If:</u>
  - (1) The acreage is insurable under the actuarial (NACAT→ or by written agreement ←NACAT); i.e., rates and coverage are available for this particular acreage (the acreage itself, or crop type, class, variety, or practice carried out.), and
  - (2) The adjuster CANNOT verify to his/her satisfaction that such acreage was planted after:
    - (a) the final planting date for the crop shown on the County Actuarial Documents, or
    - (b) the latest allowable date under:
      - <u>1</u> the late-planting provisions found in the applicable crop provisions, if applicable to the crop, or
      - <u>2</u> the Late Planting Option, if it is in effect for the acreage.

When it is determined that there is **unreported insurable** acreage as part of a reported unit structure (i.e., underreported acreage for a unit), all production from the insurable/unreported acreage will be counted against the production guarantee for that unit. (If production is commingled with another unit, the procedures for commingled production must be applied; see PAR. 167.) On the other hand, if the entire unreported insurable acreage could qualify as a separate unit, the production from the unreported unit acreage will be prorated to all other reported units as outlined in the procedure for unreported units.

### B <u>Unreported UNINSURABLE Acreage If</u>:

- (1) The acreage is NOT insurable under the actuarial (NACAT→ or by written agreement ←NACAT); i.e., rates and coverage are not available for this particular acreage (the acreage itself or the crop practices, type, class, or variety or practice carried out.), or
- (2) The adjuster CAN verify to his/her satisfaction that the unreported acreage has been planted after the:
  - (a) final planting date for the crop shown on the County Actuarial Documents, or
  - (b) latest allowable date under the:

- <u>1</u> late planting provisions found in the applicable crop provisions, or
- <u>2</u> Late Planting Agreement, if it is in effect for the acreage.

When it is determined that there is **unreported uninsurable** acreage, the production from the unreported uninsurable acreage will NOT be counted against the production guarantee for the unit or any other unit; provided, the production is kept separate from the insurable acreage production. If the production from the uninsurable acreage is commingled with production from insurable acreage, the procedures for commingled production must be applied.

NOTE: The Late Planting Provisions apply to crops under the Common Crop Insurance Policy (Basic Provisions) (except ELS cotton and fall-planted wheat) and the Late Planting Agreement applies to some crops under the General Crop Insurance Policy or individual crop insurance policies respectively.

## 138 (RESERVED)

(RESERVED)

**APRIL 1997** 

## PART 4 SPECIAL CONTRACT SERVICES

## SECTION 1 INSURED-INITIATED SERVICES

## 139 SERVICES REQUESTED BY INSURED

The insured can request the following special contract services from the insurance provider:

- Actuarial Requests
- APH Crop Appraisal Services (PAR. 141)
- Crop Inspection for unreported acreage or late-filed acreage report (PAR. 150)
- Production Pre-Measurement Service Inspection

### 140 ACTUARIAL REQUEST INSPECTION

A <u>Protect Actuarial Soundness</u>. Insurance providers have a responsibility to protect the actuarial soundness of the program. For example, land that is not rated as high risk but it should be or an error in an actuarial listing is found. If an actuarial review appears to be necessary, prepare a Statement of Facts explaining the situation and forward to the insurance provider.

\* \* \*

### 141 APH CROP APPRAISAL SERVICES

A <u>General Information</u>

In certain situations, the insurance provider is required to perform appraisals to ESTABLISH crop production for the purpose of APH records. See "Field Visits" in the CIH (CAT Handbook for CAT contracts).

B <u>APH Appraisal Inspection Instructions</u>

When on an APH Appraisal Inspection, the adjuster will:

- (1) Use the appropriate crop handbook appraisal instructions to complete the crop appraisal.
- (2) Complete the appraisal worksheet in accordance with the crop handbook instructions and write "APH Appraisal" in the heading. Give the insured a copy and place the original in the insured's contract file.
- (3) Complete the claim form using the instructions in the CIH (CAT Handbook for CAT contract.)

## 142 PRODUCTION PRE-MEASUREMENT SERVICE INSPECTION

- A <u>General Information</u>. In order to keep production separate by unit when there is a probable loss situation for a crop, ADJUSTERS, not insureds (unless the insurance providers's authorization (RSO Director's authorization for FSA serviced contracts) is given see PAR. 114), are to measure existing production in a single storage structure when an insured is going to add production from another unit, crop year, or production harvested from acreage which has been identified as uninsurable.
- B Insured's Notification. Prior to adding such grain the insured will notify his/her service office representative that measurements are needed for this reason. The service office representative will immediately forward this information on to the appropriate personnel who sets up the adjuster assignments so that the insured can be contacted for an appointment or as otherwise described in PAR. 114.
- C <u>Recording Production Pre-Measurement</u>. The Pre-Measurement Service will be recorded on a claim form or other FCI-approved form used for this purpose. See Exhibit 25 for completion instructions.
- 143 (RESERVED)
- 144 (RESERVED)

## SECTION 2 INSURANCE PROVIDER INITIATED SERVICES

### 145 GROVE (VINEYARD, ORCHARD) OR BOG INSPECTION

- A <u>General Information</u>. Grove (vineyard, orchard) or bog inspections (also called a pre-acceptance inspection) (when applicable, insured's self-certification) are required before applications to insure such crops can be accepted. These inspections (self-certifications are done in order to ascertain insurability of the perennial crop in accordance with policy provisions, amount of insurable acreage, etc. It is required:
  - The first year a unit is insured.
  - For any crop year in which acreage tolerances for the crop is exceeded (Tolerance Table in the ADB) or other conditions exist that require a preacceptance.
  - Whenever initiated by the insurance provider.

See the CIH (CAT Handbook for CAT policies) for details. For Florida Citrus also see the crop handbook.

#### 146 PRE-ACCEPTANCE INSPECTION

- A <u>General Information</u>. A pre-acceptance inspection is required for perennial crops as stated in PAR. 145. A pre-acceptance inspection is required for California sugar beets (except Imperial county) when the application is signed after insurable acreage is planted (applicable to California only except for Imperial county).
- B <u>Recording the Inspection or the Insured's Certification</u>. The pre-acceptance inspection is recorded on a prescribed form as stated in the CIH (CAT Handbook for CAT policies). See the instructions outlined in the CIH (CAT Handbook for CAT policies).

### 147 GROWING SEASON INSPECTIONS

A <u>Recording Inspection</u>

Record Growing Season Inspections (GSI) on a:

- (1) GSI Report (See C below.),
- (2) FSA aerial photo copy (See D below), and

(3) A claim form completed like a preliminary inspection would be completed, but identify on the claim form that it is a Growing Season Inspection (GSI). For FSA, see Exhibit 26.

FOR COMPANIES: This step is optional for Companies, but is recommended.

B Appraisals

Appraisals must be performed during the inspection, and recorded on the appropriate appraisal worksheet. See the appropriate crop handbook for appraisal instructions.

C GSI Report

Determine and document the answers to the following questions on a Statement of Facts. On the "Subject Line" of the Statement of Facts, enter "GSI Report."

NOTE: Companies may develop a GSI Report Form with the following questions to use rather than a Statement of Facts Form.

- (1) What kind of tillage methods has the insured carried out?
- (2) What kind of weed control practices are being carried out?
- (3) Has a current soil test(s) been taken on any of the insured acreage?
- (4) How does the crop inspected compare with those in the general area?
- (5) What type of fertilizer program is being followed?
- (6) Briefly explain the weather in the past 4 to 6 weeks, the current conditions, and the expected weather conditions.
- (7) Should the producer's farming operation be reviewed at a later date?
- (8) Briefly enter any pertinent remarks.

## D Documentation on FSA Aerial Photo Copy

On the FSA aerial photo copy, clearly identify the following:

- (1) Insured's name and contract number.
- (2) Insured's farm and the field(s) inspected.
- (3) Area in the field where the appraisals were taken.
- (4) Any problem areas within the field(s).

- (5) Any field(s) of the same crop that border (a neighbor's field and the condition of that neighbor's field).
- E GSI Report Package and Distribution

Attach together completed FSA Aerial Photo documentation, GSI Report, Appraisal Worksheet, and claim form prepared as a GSI Inspection. Distribute as instructed by the insurance provider.

Note: Companies may not prepare document the GSI inspection on a claim form. If your company does not use the claim form, disregard inclusion of it in the GSI Report Package.

## 148 PREHARVEST INSPECTION

Pre-harvest Inspections are done as a quality assurance/control function to deter insureds from shifting or hiding production in order to create losses or create larger losses. It also serves to discover producers who are attempting to do this. By appraising all fields prior to harvest, the appraised production can be compared against the harvested production. If there are large discrepancies, it may be possible to use the appraisals to establish misrepresentation or as a key that further investigation is needed to establish the misrepresentation.

## A Criteria for Selecting Pre-Harvest Inspections

The insurance provider is responsible for establishing some criteria for selecting Pre-harvest Inspections. The insurance providers should work with agents and adjusters to determine areas where damage or loss has occurred. In setting up the criteria, the following should be included as part of criteria for selections: insureds with high loss ratios or frequent losses and notices of damage or past claims that are or have been inconsistent with other losses in the area. It is also suggested that a small percentage of all policyholders are included in the selection to increase the possibility of discovering wrongdoing of unsuspected policyholders. The insurance provider is to include the criteria for these types of inspections in their quality control plan.

### B <u>How to Complete the Pre-harvest Inspection</u>:

- (1) Do appraisals on all units of the crop.
- (2) Record the inspection on a claim form and appropriate appraisal worksheets using the same instructions as for a preliminary inspection. Final claims can also be prepared during this inspection, if appropriate, by using the instructions for final claims in this handbook and appropriate crop handbook. Prepare one claim form for each unit.

- (3) Identify somewhere in the heading of the claim form that this is a Preharvest Inspection, unless the unit is going to be finalized on this visit. Document any pertinent information in the narrative of the claim or on a Statement of Facts.
- (4) Post-Audit of Inspections

Any claim units submitted for payment that have harvested acreage, will be compared against the pre-harvest appraisals. When there are significant discrepancies, the insurance provider will try to resolve these discrepancies with the insured. If these discrepancies cannot be resolved, the insurance provider will forward such cases to the appropriate FCIC Compliance Office for further review and action.

## 149 ACREAGE REPORT REVIEW INSPECTION

- A <u>Reviewer</u>. Insurance providers may authorize adjusters to conduct acreage report reviews.
- B <u>Inform the Insured of Purpose.</u> When performing acreage report reviews, inform the insured or insured's representative that the purpose of the farm visit is to:
  - (1) Assist in verifying their acreage report.
  - (2) Answer questions regarding the crop policy and/or endorsement(s).
- C <u>Authorized reviews will be used to verify the following:</u>
  - (1) Insurable and not insurable acreage planted
  - (2) Locations
  - (3) Shares
  - (4) Practices
  - (5) Types, classes, or varieties
  - (6) Planting dates
  - (7) Risk classifications
  - (8) APH yields as listed on the appropriate forms
  - (9) Unit arrangements
- D <u>Revised Acreage Reports</u>. Revised acreage reports will be prepared when appropriate. (See PAR. 132.)

## 150 CROP INSPECTION TO DETERMINE ACCEPTANCE OF ACREAGE FOR INSURANCE

- A <u>This inspection can be initiated by</u>:
  - (1) The insured when the insured files a late-filed application and/or acreage report or wishes to add acreage that was initially not reported on the timely filed acreage report for the crop(s), or
  - (2) The insurance provider when it is discovered that acreage was underreported, a unit(s) was not reported, or no acreage was reported by the insured for the crop.
- B <u>Crop Inspection</u>. The crop inspection will consist of an on-the-farm visit to determine the number of acres and to perform crop appraisals and make observations of the current general crop, soil, and weather conditions to determine if the crop will produce at least 90% of the yield upon which the per-acre guarantee or per-acre amount of insurance is based.
- C <u>Approval/Rejection</u>. The approving official may accept (with the exception of D below) or reject, by UNIT, at his/her discretion (based upon crop, soil, and weather conditions) the unreported acreage when appraisals indicate that the unit acreage would produce at least 90% of the yield upon which the per-acre guarantee or per-acre amount of insurance is based. Unit acreage appraising below 90% of the yield will be rejected. See exception in D below.
- D <u>Unreported Units</u>. Unreported units CANNOT be added IF ANY reported insured unit for the crop at this time WILL NOT produce at least 90% of the yield upon which the per-acre guarantee or per-acre amount of insurance is based.
- E <u>Recording the Appraisal</u>. Record the appraisal performed during the crop inspection on the appropriate appraisal worksheet.
- F Inspection Report/Documents Submitted to Insurance Provider. Submit to the insurance provider, the original or revised acreage report prepared during the inspection, the appraisal worksheet, and a Statement of Facts with the following information:
  - (1) Whether any significant damage has occurred on the unit, and
  - (2) Whether at least 90% of the yield upon which the per-acre guarantee or per-acre amount of insurance is based can be expected under the current crop, moisture, and weather conditions.
- G <u>Notification of Approval/Rejection</u>. Inform the insured that he/she will be notified in writing by the insurance provider of approval or rejection of the acreage.

## 151 (RESERVED)

152 (RESERVED)

## PART 5 UNUSUAL/CONTROVERSIAL CASES AND SPECIAL CLAIMS PROCEDURE

## SECTION 1 GENERAL INFORMATION

## 153 GENERAL PROCEDURE TO FOLLOW WHEN INVOLVED WITH UNUSUAL OR CONTROVERSIAL CASES

There will come a time when you will run into problem cases. Whenever you are on an inspection and you suspect problems in the information given to you by the insured or if you find problems in the records given to you by the agent, follow the procedures listed below in the order that they are listed:

- A <u>Inspection</u>. Complete the inspection according to procedure.
- B <u>Documentation</u>. Document what you find during the on-the-farm inspection, on the claim and on a Statement of Facts. (See PAR. 154 for instructions on how to document your findings).
- C <u>Insured's Signature</u>. Obtain the insured's signature on the claim, and/or Statement of Facts, if possible.
- D <u>Adjuster's Signature</u>. DO NOT sign the claim.
- E Inform the insured that:
  - (1) You have encountered problems and will need to contact your supervisor; and
  - (2) You will call for an appointment and will return with your supervisor soon to resolve the problem.
- F DO NOT ACCUSE ANYONE OF WRONGDOING.
- G <u>Witness</u>. HAVE YOUR SUPERVISOR WITNESS your findings and documentation on the follow-up inspection(s).
- H Be friendly, courteous, and helpful.
- I Document Potential Need For Growing Season or Pre-Harvest Inspection

Document on a Statement of Facts the potential need for growing season inspections or pre-harvest appraisals, whenever the need appears, to protect the insurance provider's position in case of a controversial claim due to uninsured causes of loss or not following recognized good farming practices. Send a copy of the Statement of Facts to the supervisor designated by the insurance provider.

## 154 REPORT WRITING - HOW TO DOCUMENT FINDINGS

#### A Principles of Report Writing

A report is written to concisely convey what you have found while on an inspection, the reason for the inspection, what problems, if any, you have encountered, and to indicate follow-up actions that may be necessary.

- (1) The report should be in a standard form but should be sufficiently flexible to fit the special requirements of the subject matter and the individual(s) to whom it is submitted.
- (2) The report should be simple, concise, and as brief as possible.
- (3) The tone of the report should be dispassionate, impersonal, and factual.
- (4) The report should be legible and devoid of smudges, crossed-out words, or sections.
- (5) Illustrations such as sketch maps, bin locations, etc., should be used whenever they will promote a better understanding of the report.
- (6) Documentation should be reviewed with the next level of supervision at the time the formal report is submitted.
- (7) Do not make recommendations.
- B <u>Report Arrangement</u>. There are many acceptable arrangements for reports as indicated below:
  - (1) The title and the report should be short and descriptive.
  - (2) If the report is lengthy or detailed, a table of contents should list the location of major sections and subsections.
  - (3) The report should have an introduction that tells why the report was written.
  - (4) The body should clearly explain the facts or findings presented in the introduction.
  - (5) The summary is the most important element of the report since many people read only this section thoroughly. State the problem simply, along with any significant findings. Remember, keep the summary brief to maximize its impact. Ideas should be presented in short paragraphs or numbered sentences. State your conclusions without elaboration.

## 155 POINTS TO REMEMBER WHILE DEALING WITH PROBLEM CASES

When dealing with any problem case, NEVER WORK ALONE. A supervisor MUST ALWAYS ACCOMPANY you on any field or farm inspection involving a problem case.

## A Potential Use of Information

Although the potential use of information for legal action cannot be denied, do not voluntarily discuss any possible legal action, as it will discourage a candid discussion. If the insured is prepared to make a statement, it should be submitted in the insured's own handwriting, if possible, and signed and dated by the insured. Do not assist the insured with the contents or wording of the statement. It does not have to be grammatically correct.

If you prepare a statement, have the insured dictate it word for word to you. The insured should read it and agree to its contents by signing and dating the statement. If a minor error is made in the body, it should be corrected and then initialed by the insured. This is very strong evidence that the statement was read and understood. It is also helpful if the statement explains its purpose, but not in a manner to exclude other uses the statement may have.

## B Use of Photography or Cam-Recording

- (1) It is often helpful on a farm review to have a camera available. Certain conditions detected during reviews may be substantiated and documented very clearly in color photographs. Use of color photographs in reports is encouraged. (In some cases the use of video filming can be even more precise and advantageous for documentation purposes.) Photographs or video filming of neighboring fields of the same crop, type, variety, grown on same soil type, etc. should be used as comparison. Their use can:
  - (a) Reduce the volume of writing necessary to explain certain situations.
  - (b) Substantiate crop conditions, field or stubble conditions, and hidden production.
  - (c) Reduce very complex situations to easily understood images.
  - (d) Increase comprehension of the report.
- (2) Take photographs or video in a straightforward, open manner to avoid giving the appearance of being secretive or suspicious. There may be occasions when resentment or disapproval of the use of photographs or videos is expressed. In such cases, contact your next level of supervision for a decision on whether to proceed with the photographs or videos.

- (3) Document photographs on the back of photos (narrate on video tape) to show the following pertinent information: Date taken, where taken (legal description, etc.) and by whom, the subject matter depicted, direction of view, contract and unit number, etc. PHOTOGRAPHS SHOULD ALWAYS CONTAIN PERMANENT LANDMARKS IN EACH PICTURE! If any individuals appear in the photographs, identify each individual. Make every attempt to include the insured (or representative) in the photograph, in the field.
- C <u>Insured Deception or Misrepresentation</u>. On occasion, an insured will attempt to misinform the insurance provider with respect to insurability or losses. The purpose of the misinformation is usually to qualify for or enhance an indemnity payment; however, there have been situations in which the insured deceives the insurance provider in order to be consistent with an erroneous position taken with another agency. A search must be made to discover the facts upon which the insurance provider should act.
- D <u>Evidence Admissible and Not Admissible</u>. An insurance provider employee or a loss adjustment contractor (adjuster) is NOT a law enforcement agent. In the ordinary course of duty, a statement or fact obtained by an insurance provider employee or adjuster may be admissible in a court of law. The same statement or fact obtained by law enforcement officials may be admissible only if prescribed procedures are followed. This distinction is based on the purpose of the inquiry. As long as reviews are conducted for the sole purpose of obtaining information necessary for the contractual operation of the insurance program, the information obtained is not considered an illegal search or seizure.
- E <u>Purpose of Farm Visit</u>. In actuality, questionable claims may be investigated when there is some indication that legal action may occur. This is still a legitimate function as long as the information is intended for insurance provider use. Consideration must not be given as to the eventual evidentiary value of the information. If it is discovered upon cross examination that a particular farm visit was for the purpose of obtaining evidence for criminal or civil prosecution, that visit could be considered to have a law enforcement purpose. The absence of prescribed law enforcement procedures would render the information inadmissible.
- F <u>Promises to Insured for Cooperation</u>. It should be kept in mind that any promises made to an insured for cooperation may render the information inadmissible, and possibly impose civil liability on the person(s) who made such an offer. Any evidence, no matter how small, indicating that the information supplied by the insured was in consideration of a waiver of civil or criminal charges can void a successful prosecution or, at the least, devalue the evidentiary weight of such evidence.

## 156 CONTROVERSIAL CLAIM PROCEDURE

If the insured will not agree with the adjustment data, refer the case to your supervisor. Your supervisor and you will review the case with the insured and make every effort to resolve it.

If an agreement cannot be reached with the insured, insurance providers will follow the procedure below or use a MPCI Non-Waiver Agreement. If a MPCI Non-Waiver Agreement is used, follow the instructions provided by the insurance provider for completing this form, and follow the documentation procedures in 156 C below.

- A <u>Prepare Two Claims</u>
  - (1) One claim showing the data submitted by the insured, signed only by the insured.
  - (2) The other claim showing the data determined and the date signed by the insurance provider representative(s).
- B <u>Submission of Claims</u>. Submit both sets of the claims to the person or office designated by your insurance provider along with complete documentation. See C below.
- C <u>Documentation</u>. To the extent possible, the documentation will include the following:
  - (1) Interviews with the insured, the insured's employees, neighbors, other persons recommended by the insured as having knowledge of the facts in the case, and additional individuals the insurance provider-representatives determine to have information relevant to the case. The insurance provider representative conducting the interview should be accompanied by another individual represented by the insurance provider.
  - (2) Signed statements by the insured and other persons interviewed. The insured should personally prepare a detailed statement of facts to document the points of disagreement in support of the claim as submitted.
  - (3) Field Observations
    - (a) Appraisals of potential production and uninsured cause(s) of loss in the insured field(s) and neighboring fields. Make appraisals explicit as to potential production and uninsured causes i.e.,
      "16-bushel-per-acre potential, 86 weed plants in 36-square-foot area." Any neighboring field used for comparison purposes should be of similar soil type, farmed with similar cultural practices, and planted to the same crop as the insured field.

- (b) Properly documented photographs showing the damaged crop and identifiable landmarks of both insured and neighboring fields documenting damage.
- (4) Production data
  - (a) Harvested production data from insured field(s).
  - (b) Harvested production data from neighboring field(s).
  - (c) Photographs, if pertinent to the case.
- (5) Signed statements by insurance provider representatives involved in the case. Do not include any evidence, insinuations or opinions which do not have complete supporting facts in the statements, nor references to the insured's personal habits or traits. Prepare the statements in a manner that will lead the reader to a logical conclusion based upon the facts presented.

\* \* \*

- NOTE: The foregoing does not apply to suspected concealment or misrepresentation.
- 157 (RESERVED)

## 158 (RESERVED)

## SECTION 2 UNUSUAL/CONTROVERSIAL CASES

## 159 CONTROVERSIAL CLAIM: UNINSURED CAUSES OF LOSS

### A General Information

The contract provides protection only against unavoidable loss of production due to the named causes. It is specific as to what causes of loss are insured against; therefore, all other causes of loss are not insured. Moreover, any loss from the cause(s) named is not insured if it was avoidable. For example, loss due to failure of the insured to take adequate measures to control insects, plant disease, or weeds when such measures are practical and have proven effective in the area is AVOIDABLE and is an UNINSURED cause of loss. However, if the insured carried out recognized and accepted measures to control insects or plant disease (if provided as insured causes) or weeds, these causes are considered UNAVOIDABLE INSURED CAUSES. Although weeds are not a stated insured cause, the FCIC will consider damage caused by them as insured IF recognized and accepted control measures were used, and if adverse weather directly caused the control measures to be less effective.

### B Loss Due Solely to Uninsured Causes

The insurance provider cannot indemnify an insured when all of the loss is due solely to uninsured cause(s). In such cases, the appraisal must not be less than the production guarantee. When the appraisal is more than the production guarantee, use the actual appraisal.

- C <u>When loss is due to uninsurable cause(s)</u>:
  - (1) Consider production on same or similar crop(s) on other farms in the area.
  - (2) Verify cause of loss (e.g. apparent loss may be poor weed control; however, the damage may have been indirectly caused by insufficient rainfall to activate a properly applied herbicide).
  - (3) Make an appraisal which represents only that part of the loss which is due to uninsured or avoidable cause, and a separate appraisal for potential production remaining.
  - (4) Discuss appraisals with insured.
  - (5) Determine efforts to prevent or control the situation (chemical used and/or methods followed). Record the number of applications and dates they were applied based on receipts or other third party records.
  - (6) Determine efforts neighbors and others in the community used to prevent or control the same situation.

- (7) Photograph the evidence of the crop in question and surrounding farms, with identifying landmarks in each photograph.
- (8) Compare productivity and yields of surrounding farms. The suggested comparison formula is found in subparagraph "H and I."
- D In every case, establish that the damage or loss is due:
  - (1) Solely to one or more unavoidable insured causes(s).
  - (2) To both unavoidable insured cause(s) and uninsured cause(s).
  - (3) Solely to one or more uninsured causes, (including avoidable insured causes).
- E <u>Contact Supervisor</u>. If on the initial inspection you are satisfied that the loss adjustment will involve uninsured cause(s) of loss, contact and advise your supervisor of the situation. Request assistance with the adjustment. Circumstances may warrant that the supervisor or other insurance provideremployee accompany the adjuster.
- F <u>Uninsured causes of loss could be determined at the time of</u>:
  - (1) Preliminary inspections.
  - (2) Final inspections.
  - (3) Quality assurance reviews.
  - (4) Farm visits made to obtain an original acreage report, to revise an acreage report, or make a growing season inspection.
  - (5) Making appraisals for APH record-keeping purposes.
  - (6) Driving by an insured farm on other assignments. Such observations will be documented on a Statement of Facts and provided to the insured, putting the insured on notice that the insurance provider is aware of the damage by livestock, herbicide drift, etc.

### G Failure To Follow Good Farming Practices

The contract does not cover any loss which is due to the insured's failure to follow recognized good farming practices. Such farming practices vary by crops and by areas. SOME of the more common uninsured CAUSES of loss DUE TO FAILURE TO FOLLOW recognized GOOD FARMING PRACTICES are:

- (1) Use of damaged, old, or unadapted seed.
- (2) Failure to plant the recommended quantity of seed.

- (3) Improper seedbed preparation.
- (4) Failure to properly plant, care for, or harvest the insured crop.
- (5) Failure to timely or properly apply control measures recommended by the local Cooperative Extension Service for the control of insects, plant diseases or weeds.
- (6) Failure to apply adequate water under an irrigated practice and/or failure to timely apply irrigation water.
- (7) Planting another crop (except winter legumes) in a growing cotton crop.
- (8) Inability to obtain labor, seed, machinery, repairs or pesticides.
- (9) Breakdown of machinery or failure of equipment due to mechanical defects.
- (10) Damage by domestic animals or poultry.
- (11) The use of chemicals resulting in damage to the insured crop.
- (12) Seeding another crop in a growing insured crop unless allowed by the crop policy.
- (13) Neglect by the insured or by any person in the insured's household connected with the farming operation.
- (14) Theft of the crop.

### H <u>Concepts of Determining Uninsured or Avoidable Insured Cause(s) of Loss</u>

- (1) When insured cause(s) of loss are present in the area, the yield potential of the crop, before any uninsured cause(s), must be determined. For example, the yield potential determined from comparable acreage of the crop without uninsured cause(s) of loss is 70 bushels. If 30 bushels of potential remain in the field or have been harvested and all other cause(s) are uninsured, then 40 bushels of production were lost due to uninsured cause(s) regardless of the production guarantee.
- (2) If comparable acreage is available, use it as the basis for determining yields due to uninsured cause(s) of loss. Comparable acreage is acreage that is planted to the same crop following the same farming practices, management practices, similar planting dates, etc., that has not been damaged by uninsured cause(s) of loss.
  - (a) If the insured has comparable acreage, this acreage should be used to determine the yield basis for uninsured cause(s) of loss.

- (b) When comparable acreage is not available on the insured's farming operation, comparable acreage from other farms in the community should be used to determine the yield basis for uninsured cause(s) of loss.
- (c) When comparable acreage is not available, consider using FSA program yields, or APH yields on the insured's farm and/or farms with similar productivity to determine the yield basis for uninsured cause(s) of loss.
- (3) When damage due to an insurable cause(s) (drought, frost, freeze, excess precipitation, etc.) has occurred on surrounding farms, care must be taken to identify only that portion of the production lost due to uninsured cause(s).
- (4) When all of the loss is due to uninsured or avoidable insured cause(s), it is assumed that had it not been for such cause(s), production would have been equal to or greater than the production guarantee for the acreage.
  - (a) Determine the yield potential of comparable acreage of the crop without uninsured cause(s) of loss. Compare this yield potential to the production guarantee and use the higher of the two as the yield for determining production lost due to uninsured causes.
  - (b) When unharvested potential remains in the field, appraise the potential remaining and subtract it from the yield determined in subparagraph (4)(a) above. The difference is the appraisal for uninsured cause(s) of loss.
  - (c) When no unharvested potential remains in the field, determine the yield as outlined in subparagraph (4) (a) above and use as the appraisal for uninsured cause(s).
  - (d) Enter any production harvested from acreage damaged solely by uninsured cause(s) as production not to count after proper appraisal entries are made.
- (5) Appraisals for uninsured cause(s) must always be discussed and the impact on the loss explained to the insured. Always include full information in the report as to the uninsured cause(s) of loss and the basis used for determining the amount of production lost by such causes.
- I <u>Using Other Farms to Determine Production Lost Due to Uninsured Cause(s)</u>

Give proper weight to what other farmers, who did not have uninsured causes present, produced in the area. For crops which require cultivation or other care during the growing period, it is not unusual for an insured to allege that because of some insured cause, such as excessive rain, it was not possible to care for the crop in the proper way. While this may be true, consider what other farmers in the community accomplished under similar conditions. The following formula may be used to determine yields to use for an uninsured cause(s) of loss.

(1) When comparable acreage is not available on the insured's operation, but is available on those of other producers in the area, try to get permission to appraise the other producers fields to use as a comparison. For example, the insured's acreage, which has been damaged by uninsured causes of loss. appraised at 60.0 bushels peracre. You obtain permission to appraise the fields of two neighboring producers who have comparable acreage (comparable as described in H (2) above) that has NOT been damaged by uninsured cause(s) of loss. The appraisals are as follows:

Producer No. 1: Field appraisals indicate 105.0 bushels per acre.

Producer No. 2: Field appraisals indicate 99.0 bushels per acre.

The average yield produced in the area would be 102.0 bushels per acre, as determined from the average of producer 1's and 2's appraisals.  $(100.0 + 99.0 \div 2 = 102.0)$ . Use the insured's 60.0 bushel per-acre appraisal compared against the 102.0 bushel average area yield as a basis to determine the per-acre amount of production the insured lost due to uninsured causes.

(2) When comparable acreage is not available in the area, the following may be used as a guide for determining a yield to use for uninsured cause(s):

Insureds' approved APH Yield: 90.0 bushels

Producer No. 1: "T" yield: 85.0 bushels

Producer No. 2: "T" yield: 83.0 bushels

Under normal conditions the insurance provider expects the crop to produce 86.0 bushels in the area (based on an average of the yields located on 3 farms of similar productivity in the area). The insured's production guarantee is 67.5 bushels per acre. The average yield expected in the area (with no insured or uninsured cause(s) of loss) is 86.0 bushels per acre and, therefore, would be used as the basis for uninsured cause(s) of loss.

## J Judgment

Judgment is extremely important for establishing production lost due to uninsurable cause(s). A working knowledge of cultural practices and technical aspects of growing the crop in the area as well as publications available from Agriculture Experiment Stations and Extension Service should provide a firm foundation for making an impartial appraisal. Exhibit 27, an example of a chart showing the effects of failure to control weeds, is one type of information you may be able to obtain to help in making an appraisal for uninsured causes.

## K Documentation

Document on a Statement of Facts the circumstances involved, bearing in mind that any individual reviewing the claim generally knows nothing about the circumstance beyond the information conveyed on a Statement of Facts.

## L Insured's or Insured's Authorized Representative's Presence During Appraisals

If at all possible, the insured or the authorized representative should be present for appraisals involving uninsured cause(s) of loss. All aspects of the appraisal must be thoroughly discussed and explained to the insured. Mutual agreement is imperative if the insured is to be expected to sign the claim for indemnity and Statement of Facts.

## M Other Causes of Loss Not Insured Against:

- (1) Damage caused by water contained by any governmental, public, or private dam or reservoir project.
- (2) Chemical carry-over damage caused by improper application of the chemical as listed in subparagraph N (2) below.
- (3) Any cause not specified as an insured cause in the crop policy or endorsement as limited by the FCI-35 actuarial table.

### N Partial Investigating Guide

Use the following to help detect any failure to follow recognized good farming practices (uninsured cause(s) of loss).

- (1) Livestock damage as indicated by tracks, leaves stripped from main stem stalk, main stem stalk severed, grain head absent, or ears separated from stalk. Percent of damage due to missing heads or ears can be determined as follows:
  - (a) Count missing heads or severed ear shanks and remaining heads or ears from a sample of 100 consecutive stalks.
  - (b) Divide the number of missing heads or ears by the determined original number of heads or ears to obtain the percent of damage.
  - (c) Subdivide the field if damage is limited to a specific area(s) or if damage is not uniform.

- (2) Chemical damage caused by:
  - (a) Use of improper chemical;
  - (b) Residual (toxic) effect of chemicals used in the previous crop year(s) as a result of not following the label specifications and restrictions when the chemical was applied;
  - (c) Improper application (rates, methods, timeliness, label restrictions, etc.); and/or
  - (d) Chemical drift from spraying of adjoining field(s). This can be identified by an irregular pattern of damage showing leaf droppage or wilted, stunted, pale colored, dying, or dead plants.
- (3) Failure to follow recognized good farming practices adapted to the area, which have been successfully carried out by other producers in the area, following recommendations of Agricultural Experiment Stations and the Extension Service. Some of these are:
  - (a) Seeding method, variety, timeliness, depth, and rate.
  - (b) Fertilization timing and rates.
  - (c) Row spacing.
  - (d) Cultivation timing and depth.
  - (e) Chemical application (application rate, appropriateness, method, and timeliness).
  - (f) Seed treatment and germination potential.

## 160 CLAIMS FOR INDEMNITY INVOLVING SUSPECTED CONCEALMENT OR MISREPRESENTATION

## A Claim Preparation

In cases where concealment or misrepresentation is suspected, prepare the claim in a normal manner, but discreetly advise the insured that assistance will be required before the claim can be finalized. No signatures will be affixed to the claim until it is entirely completed.

B <u>Request Assistance</u>. Contact your loss adjustment supervisor, explain the questionable circumstances involved, and request assistance.

**For FSA ONLY**: The loss adjuster's supervisor will notify the SED of the situation and request that the SED (or authorized SED representative) be present during completion of the claim.

C <u>Review Claim With the Insured</u>. The claim will be factually reviewed with the insured. The insured will be given the opportunity to sign the claim and subsequently will be given a copy thereof.

**(FOR FSA ONLY)**: Neither the adjuster nor the SED will sign the claim. Upon completion of the claim, the insured should not be further contacted unless authorized by the SED or RSO Director.

**For Companies**: The adjuster nor authorized representative should sign the claim at this point in time.

## D (FOR FSA ONLY)

The SED will forward the claim(s) to the RSO Director with written comments and recommendations. If additional information is determined necessary, the RSO Director will assign the appropriate personnel to perform further field review investigations.

## 161 SUBROGATION - THIRD PARTY CAUSE OF LOSS

## A General Information

The insurance contract does not cover loss from any cause which is due to neglect or wrongdoing of the insured, any member of the insured's household, tenants, sharecroppers, employees, nor uninsured damage caused by a third party; thus, there are certain insured losses (such as fire) for which the insurance provider may be liable resulting from the negligent or wrongful acts of a third party, for which the insured may also have the right of recovery. As a part of the policy contract, the insured assigns and transfers to the insurance provider all rights of recovery against any person responsible for loss or damage to the extent that payment was made by the insurance provider.

### B If Only Part of a Loss is Due to a Third Party Not Connected with the Insured

- (1) Inform the insured that if any settlement is made the full amount should be claimed with the third party so as not to discharge the third party of liability.
- (2) Enter in the narrative of the claim or on a Statement of Facts:
  - (a) Cause of loss
  - (b) Evidence available as to the person responsible
  - (c) That person's name and address, if available
  - (d) Information regarding settlement with such person

## 162 ADMINISTRATIVE APPEALS, RECONSIDERATION, OR MEDIATION (FSA) or ARBITRATION (COMPANIES).

## A <u>Responsibility of Adjusters</u>

When the situation warrants it, adjusters will advise the insureds of their rights of administrative appeals, reconsideration, or mediation for states in the certified program (FSA) or arbitration (Company).

## B <u>Administrative Appeals, Reconsideration or Mediation (Arbitration for Reinsured</u> <u>Companies)</u>

- (1) The General or Common Crop Insurance Policy or individual crop policy provisions provide each insured the opportunity to request a review and/or appeal (arbitration for reinsured companies) of any determination made by the insurance provider with which the insured is not in agreement. This may include, but is not limited to, a review of premium and/or other debts, rejected applications, rejected and/or revised acreage reports, rejected or corrected claims, and all actuarial determinations.
- (2) Controversial Claims: When the insured does not agree with the determinations of the adjuster, he/she may file his/her own claim as outlined in Part 5.
- (3) Other: Any controversial matter (application, acreage report, loss claim, etc.) encountered by the adjuster should be immediately referred to the next level of supervision.

## 163 GOOD FAITH RELIANCE CASES (FOR FSA ONLY)

### A General Information and Instructions

Good Faith Reliance provides the insured relief in certain situations if the insured relied on misrepresentation or erroneous action or advice by an FSA representative or FSA employee.

- (1) If an insured alleges that he or she has been denied an indemnity or has been required to pay additional premium or administrative fees as a result of a misrepresentation or erroneous advice or action by an agent, employee, or contractor for the FSA office, inform the producer that they may be able to receive relief under the Good Faith Reliance provision by filing a written request through the local FSA County Office. Do not provide further advice or instructions.
- (2) If such a complaint is expressed while performing an inspection for a claim and the complaint directly involves differences in how the claim should be prepared, (for example, the insured believes that a planting practice or rotational practice is insurable, but the practice is not) follow

## (FOR FSA ONLY)

- (FOR FSA ONLY) the procedures for controversial claims, and notify the servicing FSA county office that the producer may seek relief under the Good Faith Reliance Provisions.
  - (3) You may be asked to obtain documentation for Good Faith Reliance Cases such as appraisals, field inspections, etc. Perform appraisals as instructed in crop handbooks, and follow the normal documentation procedures in this handbook. Any other approved procedures pertinent to this type of inspection will be provided by the FSA county office.

## (FOR FSA ONLY)

- 164 (RESERVED)
- 165 (RESERVED)

## SECTION 3 SPECIAL CLAIMS PROCEDURES

### 166 FIRE LOSS - SOLE CAUSE OF LOSS (NO HAIL/FIRE EXCLUSION IN EFFECT)

#### A <u>General Provisions</u>

- (1) In all cases where fire damages or destroys an insured crop WITHIN THE INSURANCE PERIOD, upon final inspection, establish whether or not the insured has other fire insurance ON THE CROP IN THE FIELD.
- (2) The amount of loss from fire is the difference between the fair market value of the production BEFORE AND AFTER the fire.
- B No Other Fire Insurance

If the insured does NOT have other fire insurance, prepare a claim and state in the narrative that there is no other insurance. The claim is worked on a unit basis. When only a portion of the unit acreage is destroyed by fire and the harvested/appraised production exceeds the unit guarantee, ALL OF THE FOLLOWING INSTRUCTIONS MAY BE DISREGARDED.

C Other Fire Insurance but Hail and Fire Excluded

If there is other fire insurance and hail and fire coverage has been excluded from the MPCI policy, follow the instructions given in Exhibit 7 or in the individual crop handbooks.

#### D Other Fire Insurance and MPCI Fire Coverage

If the insured has other fire insurance and MPCI fire coverage:

- (1) The insurance provider will be liable only for loss due to fire for the smaller of, the amount:
  - (a) of indemnity computed, or
  - (b) by which the loss from fire exceeds the indemnity paid or payable under the other insurance.
- (2) Prepare documentation on a Statement of Facts in the following manner:
  - (a) Name and address of other insurance company and the name of their adjuster.
  - (b) The number of the other insurance policy.
  - (c) The applicant's issue date and the termination date of the other policy.

- (d) Whether the loss was total or partial (all or part of the unit).
- (e) Divide the determined acreage for the unit by the total acreage for all units involved and round the resulting factor to three decimal places.
  - <u>1</u> Multiply the amount of fire coverage by this factor.
  - <u>2</u> The result thus obtained will be used as the amount of fire coverage applicable to the unit.
- (f) The amount of indemnity paid or payable to the insured by the other insurer with respect to:
  - <u>1</u> the entire loss, and
  - <u>2</u> that part of the loss applicable to the unit in question.
- (g) The quantity of the crop (expressed in bushels, tons, pounds, etc.) from the unit damaged or destroyed by fire. Include:
  - <u>1</u> The fair market VALUE per bushel AND the total value on the date of the fire BEFORE fire damage
  - 2 The fair market VALUE per bushel (if any) on the date of the fire AFTER fire damage from the "Value" column in the Harvested Production portion of the claim form.

NOTE: If the crop from two or more units was damaged or destroyed by the same fire, show the total bushels and value and the bushels and value applicable to the unit for which the loss is being adjusted.

- (h) Indicate if an agreement with the other insurance adjuster has been reached as to the quantity and value per unit of production destroyed. If there is disagreement, explain what caused the difference and how the quantity and value of the crop destroyed were determined.
- (i) A statement of all known facts as to how the fire originated (including location of the field(s)), and if the fire resulted from the act of any person, the name and address of such person, and the name and address of person(s) having knowledge of the origin of the fire.

See calculation examples on the next two pages.

## E <u>Claim Calculation Examples</u>

## EXAMPLE 1- Example where MPCI payable indemnity is smaller than indemnity paid or payable under other insurance.

Assume: 1,425# per-acre guarantee 15.15 acres in unit \$1.35 price election (for CAT coverage) Tobacco sold 20,174# X \$2.04 = \$41,155; Tobacco lost in fire 15,840# (Fair Market Value (FMV) \$2.04/POUND) Amount paid by other insurance \$20,899.

GENERAL CROP INSURANCE POLICY 88-G, SECTION 9. n. (1) and (2). If you have other fire insurance, fire damage occurs during the insurance period, and you have not elected to exclude fire insurance from this policy, we will be liable for the smaller of the amount:

(1) of indemnity determined pursuant to this contract without regard to any other insurance; or	(2) by which the loss from fire exceeds the indemnity paid or payable under such other insurance. (For the purpose of this subsection, the amount of loss from fire will be the difference between the fair market value of the production on the unit before the fire and after the fire).
<ul> <li>GUARANTEED TOBACCO ENDORSEMENT 90-35, SECTION 7. a.</li> <li>An indemnity will be determined for each unit by:</li> <li>(1) Multiplying the insured acreage by the production guarantee;</li> <li>(2) Subtracting therefrom the total production of tobacco to be counted;</li> <li>(3) Multiplying the remainder by the applicable price election; and</li> <li>(4) Multiplying this results by your share.</li> </ul>	FMV of tobacco before the fire 20,174 # sold at tob. market $$41,155$ 15,840 # lost in fire @\$2.04 + $$32,314$ Total FMV of tob. before fire = \$73,469
(1) 15.15 acres <u>X 1425</u> lbs. (per-acre guarantee) 21,589 lbs. unit guar.	FMV of tobacco after the fire 20,174 # sold at tob. market = $$41,155$ 15,840 # lost in fire @\$0.00 $-$ \$ 0 Total FMV of tob. after fire = $$41,155$
(2) 21,589 lbs. (unit guarantee) <u>-20,174</u> lbs. sold at tobacco market 1,415 lbs. production to count	Amount of loss from fireTotal FMV of tob. before fire\$73,469Total FMV of tob. after fire-\$41,155Amount of loss from fire= \$32,314
<ul> <li>(3) 1,415 lbs. production to count X <u>\$1.35</u> price election \$1,910 dollar loss before share</li> </ul>	Amount of loss from fire exceeding the indemnity paid from other insurance Amount of loss from fire \$32,314 Amount other insurance paid - <u>\$20,899</u> Amount of loss exceeding = \$11,415
(4) \$1,910 dollar loss before share X <u>1.000</u> share \$1,910 dollar loss after share	THE INSURANCE PROVIDER IS LIABLE FOR THE LESSER OF THE TWO INDEMNITY CALCULATIONS WHICH IS \$1,910.

NOTE: The net production to be entered on the claim would be 20,174 lbs. (before share).

Claim calculation for fire claims (double coverage) (hail/fire exclusion not in effect).

**EXAMPLE 2** - Example where indemnity for fire loss from other insurance company is smaller than indemnity payable under crop insurance

(RESERVED)

## 167 COMMINGLED PRODUCTION

- A <u>Different Types of Commingled Production</u>
  - (1) Harvested production from insured acreage commingled with harvested production from uninsured acreage;
  - (2) Harvested production from two or more units is commingled;
  - (3) Harvested production from more than one crop year is commingled; or
  - (4) Harvested production from two or more practices/types within the same unit which have separate APH yields is commingled.
- B <u>Some Records Available For Commingled Production From the Same Crop</u> <u>Year</u>:

If the production commingled is from the SAME CROP YEAR and some records are available such as individual load tickets or truck loads that are determined to be **reasonable** (the yield for the acreage is similar to other acreage with similar damage), establish the amount of production from insured and uninsured acreage, units, or different practice/types having separate APH yields. Prepare one claim for each insured unit. Indicate on a Statement of Facts where the production came from.

C <u>Unsatisfactory Records</u> or No Records

When the records are unsatisfactory or no records are available, handle as instructed below:

- (1) **Production from insured and uninsured acreage**. Prepare the claim to show all production as being from the insured acreage. In the narrative section, explain that the reported production is commingled production from insured and uninsured acreage.
- (2) **Production from current and prior crop year**. Prepare the claim to show all production as being from the current crop year acreage. In the narrative section of the claim explain that the reported production is commingled from current crop year and prior crop year production.

### (NACAT→

- (3) **Production from two or more optional units**. If production from two or more separate optional units is commingled, such commingling renders any such unit determination void. Any remaining optional units which were not commingled will retain their optional unit structure.
  - (a) Determine which optional units were commingled. If there were other optional units that were not commingled, combine only the commingled optional units into one optional unit. If ALL optional units were commingled, combine all optional units into one basic unit.

## ←NACAT)

(NACAT→
 (b) Consult the CIH (CAT Handbook for CAT policies) and prepare a revised APH form, if applicable. Prepare a revised acreage report to reflect the corrected determination of units.

NOTE: The CIH outlines the eligibility of commingled optional units for the next crop year.

- (c) Send the revised APH form, acreage report, and claim(s) to the insurance provider for approval or rejection. ←NACAT)
- (4) Commingled harvested production from basic units. The total commingled production will be allocated to each basic unit in proportion to the liability for the harvested insured acreage of the commingled units. Prepare separate claims for each basic unit that has been commingled. This may involve more than one policy; e.g., basic units from two different policies (policy for each county or policy for the landlord and tenant).
  - (a) Use the following formula to allocate production to each commingled basic unit in proportion to the liability for the harvested insured acreage (the insured's per-acre guarantee is used for the harvested acreage liability):
    - <u>1</u> For each basic unit, calculate the guarantee for the insured acreage that was harvested (insured acres X per-acre guarantee = unit guarantee (U Guar.)
    - <u>2</u> Total the unit guarantees for all commingled units to obtain the Total Commingled Unit guarantee (TCU Guar.).
    - <u>3</u> Divide the unit guarantee by the TCU Guar. to obtain the Commingled Production (CP) Factor (four-place factor).
    - <u>4</u> For each commingled unit: multiply the total production (insured's and share holder's share) from all commingled units times the CP Factor to obtain the apportioned production for each commingled basic unit.

EXAMPLE OF COMMINGLED PRODUCTION FROM THREE BASIC UNITS

Step 1: Unit 0100: 10.0 acres X 69.0 bu. (harvest Guar.) = 690.0 bu.(Line Guar.)

15.0 acres X 78.0 (harvest Guar.) = 1,170.0 bu.(Line Guar.)

690.0 bu. (Line Guar.) + 1,170.0 bu. (Line Guar.) = 1,860.0 bu.(U Guar.)

- Unit 0200: 20.0 acres X 104.0 bu. (harvest Guar.) = 2080.0 bu. (U Guar.)
- Unit 0300: 25.0 acres X 96.0 bu. (harvest Guar.) = 2400.0 bu. (U Guar.)
- Step 2: 1,860.0 bu. (0100 U Guar.) + 2080.0 bu. (0200 U Guar.) + 2400.0 bu. (0300 U Guar.) = 6340.0 bu. (TCU Guar.)
- Step 3: Unit 0100: 1860.0 bu. (U Guar.) ÷ 6340.0 bu. (TCU Guar.) = .2934 (CP Factor)
  - Unit 0200: 2080.0 bu. (U Guar.) ÷ 6340.0 bu. (TCU Guar.) = .3281 (CP Factor)
  - Unit 0300: 2400.0 bu. (U Guar.) ÷ 6340.0. bu. (TCU Guar.) = .3785 (CP Factor)
- **Step 4**: Unit 0100 5000.0 bu. (TOTAL Prod.) X .2934 (CP Factor) = 1467.0 bu. to be allocated to unit 0100.
  - Unit 0200 5000.0 bu. (TOTAL Prod. X .3281 (CP Factor) = 1640.5 bu. to be allocated to unit 0200.
  - Unit 0300 5000.0 bu. (TOTAL Prod.) X .3785 (CP Factor) = 1892.5 bu. to be allocated to unit 0300.
- (b) Completing the Claim Form for Basic Units that Are Commingled
  - <u>1</u> Enter "Commingled Production" in the heading.
  - Prepare Parts I and II in the usual manner, except for farm-stored production; enter the allocated gross production for the unit in the column for gross production.
  - <u>3</u> Enter the following in the narrative of each commingled unit claim or on a <u>Statement of Facts</u> attached to the claim form:
    - <u>a</u> Total production from all commingled basic units and the calculations used to arrive at the allocated production for each commingled unit.
    - <u>b</u> Explain the reasons given by the insured for the commingling of production.
- (5) **Commingled production from different practices/types having separate APH yields within a unit:** Prorate commingled production which cannot be separated with satisfactory records to each practice/type in

proportion to the liability on the harvested acreage for each practice/type. (Separate line entries are required on the claim form in the harvest production part of the claim. (See applicable crop handbook.) See example below for formula to prorate production in proportion to the unit liability.

- (a) EXAMPLE: Unit 0100 having practices with different APH's
  - Step 1: LINE 1: 10 acres (003 dryland practice) X 45.0 bu. (harvest Guar.) = 450.0 bu. (line guarantee (Line Guar.))

LINE 2: 15.0 acres (002 irrigated practice) X 80.0 bu. (harvest guarantee) = 1,200.0 bu. (Line Guar.)

- Step 2: 450.0 bu. (Line 1 Guar.) + 1200.0 bu. (Line 2 Guar.) = 1650.0 bu. unit guarantee (U Guar.)
- Step 3: 450.0 bu. (Line 1 Guar.) ÷ 1650.0 bu. (U Guar.) = .2727 Commingled Production (CP) Factor.

1200.0 bu. (Line 2 Guar.) ÷ 1650.0 bu. (U Guar.) = .7273 CP Factor.

Step 4 1500.0 bu. (TOTAL prod.) X .2727 (Line 1 CP factor) = 409.0 bu. to be allocated for line 1 (003 dryland practice).

1500.0 (TOTAL prod.) X .7273 (Line 2 CP factor) = 1091.0 bu. to be allocated for line 2 (002 irrigated practice).

- (b) Enter the allocated production from the different practices/types in Part III of the claim form as instructed in the individual crop handbooks.
- (c) Show all calculations on a Statement of Facts and attach to the claim form.

#### 168 UNREPORTED UNITS DISCOVERED AT THE TIME OF LOSS

#### A General Instructions

If at the time of loss, unreported acreage which could have been established as a separate unit is found, the insured's share of production from the acreage in the unreported unit will be allocated to the acreage in the REPORTED unit(s) in proportion to the liability on the insured acreage on each reported unit. The calculation examples in subparagraph E below show how the production is proportioned to the liability. No premium will be charged for the acreage on the unreported unit(s). See notes below.

- NOTE 1: Production from the unreported unit(s) is allocated to reported units of the same crop in the SAME county, unless the "county" definition in the policy/endorsement or a written agreement specifies otherwise
- NOTE 2: Production from the unreported unit(s) can only be established from harvested and/or appraised production. If no production has been harvested and/or appraised from an unreported insurable unit and this unit is destroyed prior to the adjuster's knowledge of its existence, potential production cannot be assessed for this unreported unit. At the time an unreported unit is discovered, appraise unreported unit acreage any time it is suspected or known that the crop will not be harvested or production will be harvested and stored in such a manner that such production cannot be established at a later date.

### B Inform the Insured

Advise the insured that production from the unreported unit WILL NOT be counted for APH purposes for the reported unit even though it will be apportioned to it; however, the unreported unit production will be counted for APH purposes for the unreported unit.

- C <u>FOR TOBACCO</u>. Production from unreported units WILL NOT be used to determine if reported tobacco unit(s) reached the harvested (H) stage.
- D <u>When Claim Can Be Finalized</u>. Claims CANNOT be finalized until the production (preferably harvested rather than appraised) from unreported units is established for allocation.

# E Calculation Instructions

Calculate the production from the unreported acreage unit, as follows:

(1) If only one unit is reported, the insured's share of the production from the unreported unit divided by the insured's share of the reported unit will be the amount allocated to the reported unit.

Example: An unreported unit consisting of 50 acres with 1500.0 bushels of harvested production was found when completing a final loss inspection. It was determined that the insured had a 50 percent share in the unreported unit. The insured's share in the reported unit was 75 percent.

- Step 1 1500.0 bu. X .500 = 750.0 bu. share of unreported unit.
- Step 2 750.0 bu. (insured's production share of unreported unit)  $\div$  .750 (share percent of reported unit) = 1000.0 bu. to be allocated to the reported unit.

NOTE: Although the allocated production to the reported unit was increased in this example, it will be reduced to the correct share of production (750.0 bushels) when the indemnity amount is multiplied by the reported unit share (.750).

- (2) If more than one unit was reported, calculate the allocation of production from the unreported unit to each reported unit in proportion to the liability on the insured acreage as follows:
  - (a) For each reported unit, calculate the liability for the insured acreage (insured acres X guarantee X share = unit liability).
  - (b) Total the liability for the insured acreage on all reported units to obtain the contract liability.
  - (c) Divide the unit liability by the contract liability to obtain the unit liability factor (four-place factor).
  - (d) Multiply the insured's share of unreported unit(s) production by the unit liability factor and divide the result by the share on the reported unit to obtain the apportioned unreported production for each reported unit.

Example: Unreported acreage of 200.0 acres with 6000.0 bushels of harvested production was found when completing a final loss inspection. It was determined that the insured had a 50% share in this acreage. The insured's share of production to be allocated would be 3000.0 bu. Unit 0101 had 140.0 insured acres; unit 0102 had 100.0 insured acres; and unit 0200 had 200.0 insured acres.

Step 1:	Unit 0101:	140.0 acres X 30.4 bu. guarantee X 1.000 share = 4256.0 bu. unit liability for unit 0101
	Unit 0102	100.0 acres X 22.2 bu. guarantee X 1.000 share = 2220.0 bu. unit liability for unit 0102
	Unit 0200:	200.0 acres X 24.8 bu. guarantee X .500 share = 2480.0 bu. unit liability for unit 0200
Sten 2 <sup>.</sup>	Unit 0101 liabil	lity 4256 0 bu

 Step 2:
 Unit 0101 liability
 4256.0 bu.

 Unit 0102 liability
 2220.0 bu.

 Unit 0200 liability
 + 2480.0 bu.

 Contract liability
 8956.0 bu.

- Step 3: 4256.0 bu. ÷ 8956.0 = .4752 unit 0101 liability factor 2220.0 bu. ÷ 8956.0 = .2479 unit 0102 liability factor 2480.0 bu. ÷ 8956.0 = .2769 unit 0200 liability factor
- Step 4: 3000.0 bu. = insured's share from the unreported unit(6000.0 X .500 = 3000.0)

3000.0 bu. X .4752 = 1425.6  $\div$  1.000 = 1425.6 bu to be allocated to unit 0101

 $3000.0 \text{ bu. } X .2479 = 743.7 \div 1.000 = 743.7 \text{ bu to}$ be allocated to unit 0102

 $3000.0 \text{ bu. } X .2769 = 830.7 \div .500 = 1661.4 \text{ bu to}$ be allocated to unit 0200

NOTE: The allocated production for unit 0200 was increased to 1661.4 because it will be reduced to the correct share of production (830.7) when the indemnity amount is multiplied by the reported unit share (.500).

### F Entering Allocated Production from Unreported Unit(s) on the Claim Form

(1) For Claims Having a Harvested (H) Stage and/or "P" Stage in Part II:

**FOR FSA ONLY**: Other insurance providers may also need this type of instruction, depending on their computer program.

Enter the apportioned production on a separate line in item 51 ("Bu. Lbs. Cwt. or Tons") of the FCI-74 (item 52 of the FCI-74 T-P-C). Identify this line as such by entering the words "Unreported Unit Production" in items 44-47 (Length, Width, Depth, and Deduction columns). If production is stored on the farm, enter net production in item 51 ("Bu. Lbs. Cwt. or Tons" column) of FCI-74 or item 52 of the FCI-74 T-P-C. See (3) below for documentation requirements.

(2) For Claims Having ONLY an Unharvested (UH) Stage in Part II:

In item 37 (Uninsured Causes column), using only one line, enter a per-acre amount of production (total allocated production ÷ number of acres for the line) that will equal the total allocated production or come as close as possible to the total allocated production without exceeding it when the per-acre amount is multiplied by the acres on that line. If possible, choose a line that does not have an actual uninsured-cause appraisal in item 37 (Uninsured Causes column). However, if you must use a line which will have an actual uninsured-cause appraisal in item 37 (Uninsured Causes column), add the per-acre amount of production calculated for the allocated production to the uninsured-cause appraisal. See (3) below for documentation requirements.

EXAMPLE: On the FCI-74, the line selected to make the entry in item 37 (Uninsured Causes Column) showed 50.3 acres in item 28. 50.3 acres  $\div$  743.7 (Total Allocated Production) = 14.785. This would be entered as 14.7 in item 37 (Uninsured Causes Column) rather than 14.8 since 14.8 x 50.3 = 744.4 bushels, which would exceed 743.7 bushels (the total allocated production).

- (3) Document the following in the narrative of the claim or on a Statement of Facts: (If a Statement of Facts is used, attach a copy to each claim.)
  - (a) Actual production from the reported and unreported units. Identify the location of the unreported unit by legal description and field I.D. number;
  - (b) The calculations used to arrive at the production allocated to the reported unit(s); and
  - (c) If item 37 (Uninsured Causes column) has been used for the unreported-unit production, identify which line was used; e.g., line 2. Also, if any actual uninsured-cause appraisal has been included with the allocated production in item 37 (Uninsured Causes column), separately identify the amount of each.

# 169 CLAIMS INVOLVING SEVERE INSECT, DISEASE, OR WEED INFESTATION (MOST PERENNIAL CROP POLICIES DO NOT INSURE AGAINST INSECT AND DISEASE DAMAGE)

The first crop year damage resulting from severe insect, disease, or weed infestations (such as cheat grass) will generally be considered unavoidable if the insured was unaware of the conditions at planting time. However, if it is determined that the insured was (or should have been) aware of the infestation at planting time or later but did not follow appropriate recognized good farming practices, some or all of the loss will be considered an avoidable (uninsured) cause of loss. Failure to follow good farming practices might include not following recommended crop rotation or soil treatment practices, or not planting disease-resistant varieties. When the first crop year damage is considered unavoidable:

- A <u>Inform Insured</u>. Advise the insured that some or all of the damage due to the same cause in subsequent years on the same acreage will be considered avoidable (uninsured) unless recognized good farming practices have been followed. Suggest that the insured contact the local county extension office to obtain their recommendations for treating and eradicating the infestation.
- B <u>Documentation</u>. Record the details of the case and identify the cause and name of weed, disease, or other pest in the narrative section of the claim or on a Statement of Facts.
- C <u>Documenting Location of Infected Fields</u>. Identify the infested field(s) on an FSA aerial photo map and the claim or on a Statement of Facts.

D <u>Appraisal</u>. Appraise and record loss of production from avoidable causes according to applicable procedure (see PAR. 159).

# 170 AIRPLANE- OR BROADCAST-SEEDED BARLEY, OATS, RYE, OR WHEAT

- A <u>General Information</u>. Insurance generally attaches at the time of seeding. The General Crop Insurance Policy or Basic Provisions provide that the contract will not cover any loss of production due to failure to follow recognized good farming practices.
- B Protection for Airplane- or Broadcast-Seeded Barley, Oats, Rye, or Wheat

Protection is provided when:

- (1) The barley, oats, rye, or wheat seed was mechanically incorporated. In addition, the actuarial table for some areas of the country may contain a statement which requires any airplane- or broadcast- fall-seeded acreage to be rated on an individual risk basis. This will require that the insured request a (NACAT→ Written Agreement ←NACAT) from the applicable RSO to establish a rate on an individual basis for such acreage. If the insured is unable to mechanically incorporate the seed into the soil, the specific endorsement states that insurance will not attach. Mechanical incorporation is required unless excepted by the country actuarial table.
- (2) All other insurability provisions of the contract are met.
- C Improperly Prepared Seedbed

Failure to properly prepare the seed bed will be considered failure to follow recognized good farming practices and when it results in a loss of potential production, it will necessitate an appraisal for uninsured causes on any subsequent claim.

D If Seed Not Mechanically Incorporated

If the insured is unable to mechanically incorporate the barley, oats, rye, or wheat seed into the soil and mechanical incorporation is not excepted in the county actuarial table, show such acreage in the "Remarks" section of the acreage report as uninsured. If the original acreage report showed such acreage as insurable acreage, prepare a revised acreage report to delete such acreage.

# 171 SEVERE WIND EROSION

#### A <u>General Guidance</u>

As a recognized good farming practice, insureds may need to carry out emergency tillage to control wind erosion in order to conserve the soil and minimize further damage to the insured crop. Such emergency tillage usually begins in strips, but under extreme conditions may progress to the point of solid tillage. Implements used for this purpose vary, although a chisel plow is preferred in many areas. Appraisals are NOT TO BE CHARGED as production to count for acreage tilled to control severe soil erosion when we can document that such tillage was necessary. Apply the following procedure when the crop is to be tilled to control severe wind erosion.

### B <u>Specific Instructions</u>

# (NACAT→ (1) Replanting Payment Provisions

Crops WITH policy or endorsement provisions for replanting payments will be subject to their particular rules and regulations, including the requirement that we must have the opportunity to inspect the acreage prior to destruction to determine eligibility for a replanting payment. Representative areas of the crop are to remain intact for appraisal purposes to verify the eligibility of the acreage for a replanting payment. This requirement can be waived by the insurance provider ONLY under extremely unusual conditions which necessitate solid-tilling prior to appraisal opportunity. Also see PAR.'s 73 and 176 for additional replanting information.

(2) Insureds' Notification Requirements

IN ALL CASES, insureds are to notify their agent immediately of their intention to till acreage for the purpose of controlling soil erosion. If the urgency to till is such that agent notification is impossible prior to such action, the efforts of the insured to provide immediate notification of the tillage undertaken will be considered in determining the insured's compliance with this requirement.

- (a) 25 percent or less. If the insured intends to till 25 percent or less of the field or subfield, (accumulative rather than single event) the insured can immediately begin tilling upon notifying the agent of such intentions.
- (b) More than 25 percent. If the insured intends to till more than 25 percent of a field or subfield, or finds that after tilling is started, more than 25 percent of a field or subfield needs to be tilled, the insurance provider must be notified immediately so that such acreage can be inspected prior to tilling. The insurance provider may waive this requirement for inspection prior to tilling ONLY under extremely unusual conditions that necessitate tilling prior to

inspection opportunity; however, the insurance provider will make every attempt to give such cases priority attention to inspect the field(s) prior to solid tillage completion.

- (3) Documentation of inspections
  - (a) Upon the receipt of notices involving tillage of more than 25% of the acreage in a field or subfield, adjusters are to make on-the-farm inspections as soon as possible. The insurance provider has the authority to expand this inspection requirement to include notices under 25 percent or to include all notices; i.e., 100 percent of notices inspected. For each inspection, document on a Statement of Facts, the following.
    - <u>1</u> The need for emergency tillage (to the extent tilled)
    - 2 The amount and percent of acreage ACTUALLY tilled or to be ACTUALLY tilled in each field or subfield
    - <u>3</u> Whether the crop was ever initially planted
    - <u>4</u> Any uninsured causes
    - 5 A statement of the crop stand and condition (prior to tillage) as good, fair, poor, very poor, or destroyed
    - <u>6</u> General weather and moisture conditions
    - 7 Variability of crop within the subfield, field, and unit
    - <u>8</u> Other pertinent information needed to make future determination of any loss.
  - (b) If you have any reason to doubt the need for emergency tillage to the extent tilled (or to be tilled),
    - <u>1</u> prepare a crop appraisal; and
    - <u>2</u> support your documentation with recommendations from NRCS, the Cooperative Extension Service, or FSA.

#### 172 CORRECTED CLAIMS

#### A When to Prepare

Prepare a corrected claim **when you are authorized by your insurance provider** to do so, and a review reveals that the claim for indemnity is incorrect and has caused an underpayment or overpayment in excess of the FCIC approved tolerance (\$250). This tolerance applies on a policyholder basis. The results

of a review on multiple policies held by a single policyholder within a county will be combined to determine the applicability of the tolerance.

B <u>Labeling Claim as "Corrected Claim."</u> Write "CORRECTED CLAIM" in the heading on all copies of the claim and prepare it in accordance to the applicable crop handbook.

# C <u>Documentation</u>

Document on a Statement of Facts why the corrected claim was prepared. The insured and you shall sign all documents prepared. If the insured refuses to sign, document the reason for the refusal on a Statement of Facts. Submit the corrected claim and Statement of Facts to the person or office designated by the insurance provider. Document on the Statement of Facts at least the following:

- (1) The circumstance(s) which resulted in erroneous data (production, acreage, share, etc.) on the original claim.
- (2) Insured's explanation for reporting incorrectly.
- (3) The name of the person finding the error and the manner used to establish the correct information. Determine if the insured was deliberately withholding or concealing production or other information.
- (4) Calculations of indemnity from original and corrected claim in narrative or on Statement of Facts. Include documentation of contract indemnity to show that the corrected claim was prepared in accordance to the FCIC approved tolerances for a policyholder within a county.
- (5) All other pertinent information.

# 173 PREPARING CLAIMS WHICH HAVE A TRANSFER OF RIGHT TO INDEMNITY IN EFFECT

# A General Information

For a transfer of part or all of the ownership of the insurable share and/or acreage before the earliest of:

- (1) the date harvest was completed on the unit,
- (2) the calendar date for the end of the insurance period, or
- (3) the date the entire crop on the unit was destroyed, as determined by the insurance provider:

- B <u>How Many Claims Are Prepared</u>. Prepare only one claim form for the loss on the unit. Account for all the acreage, production, and share. The transferor's name must appear on the claim form as listed on the latest policy confirmation.
- C <u>Claim Preparation</u>. Prepare the claim as usual. Insert an "X" in the appropriate box in the heading of the claim or as otherwise instructed for the FCI-approved claim form used by your insurance provider.
- D (FOR FSA ONLY) For Florida Citrus and Raisins, prepare the FCI-63 as usual except for the heading. Under "Claim for Indemnity" enter "Transfer of Right to Indemnity."
- E <u>Partial Transfer Required Signatures</u>. For a partial transfer, the insured and transferee(s) must sign claim (transferee should sign below the transferor's signature).
- F <u>Partial Transfer Check Payable to Who</u>. For a partial transfer, the indemnity check will be issued payable jointly to the transferor(s) and the transferee(s), and mailed to the transferor.
- G <u>Complete Transfer Required Signatures.</u> For a complete transfer, the transferee must sign the claim.
- H <u>Complete Transfer Check Payable to Who</u>. For a complete transfer, the check will be issued payable to the transferee and mailed to the transferee.

# 174 DOCUMENTING DEATH OR INCOMPETENCY OF AN INSURED

# A After Insurance Coverage Begins

If insured is deceased or judicially declared incompetent after the beginning of the insurance period for any insured crop, transmit the claim form to the next level of supervision with an attached Statement of Facts showing the following:

- (1) Date of death or declaration of incompetency.
- (2) Name, mailing address and capacity of person entitled to indemnities.

# B Before Insurance Coverage Begins

If death or incompetency occurred before timely planting any insured crop, the contract terminates. Check the possibility of an application for a successor contract. If one crop has been planted or partially planted, the contract will remain in force for that crop year on all crops and terminate for the next year.

# 175 BANKRUPTCY

### A General Information

It is important that the insurance provider be notified promptly when an insured has filed for bankruptcy or is in bankruptcy. (FOR FSA ONLY - The FSA is to pass this information on promptly to FCIC's Financial Operations Branch.)

### B Adjuster Responsibilities

If the adjuster first gains knowledge of the insured filing or being in bankruptcy during a loss adjustment inspection, the adjuster will obtain the following information and promptly relay to the next level of supervision.

- (1) Insured's Name,
- (2) Contract Number,
- (3) Insured's Social Security or TAX I.D. Number,
- (4) If possible, the bankruptcy number assigned by the court, and
- (5) If possible, the court or district court that the bankruptcy has filed in.
- C (FOR FSA ONLY): The local FSA office should promptly notify RMA's Financial Operations Branch in KC with this information if it has not previously been done or if it is not known if KC has been previously notified.
- D <u>Loss Inspection</u>. The adjuster will complete the loss inspection in its entirety, and will attach a Statement of Facts with the information stated in B above.

# 176 REPLANTING PROVISION ISSUES

- A When an Insured Must Replant (Annual Crops)
  - (1) In accordance with the insurance contract, the insurance provider will not insure acreage which the insurance provider determines is:
    - (a) For some policies: destroyed prior to the final planting date, and the insurance provider determines it is practical to replant to the insured crop but it is not.
    - (b) For canola/rapeseed, corn, cotton, ELS cotton, grain sorghum, soybeans, and sunflower seed: damaged, to the extent that the remaining stand will not produce 90% of the production guarantee or amount of insurance, and the insurance provider determines it is practical to replant to the insured crop but is not.

(c) For some crop provisions (sugar beets): is damaged before the final planting date (or 30 days of initial planting for those counties without a final planting date) to the extent that growers in the area would normally not further care for the crop, and the insurance provider determines it is **practical to replant** to the insured crop but it is not replanted.

If the insured has given notice of damage when it is still practical to replant, advise the insured of these provisions (NACAT $\rightarrow$  and if applicable, replanting payment provisions  $\leftarrow$ NACAT) provided in the crop policy or endorsement. Do not release such acreage for other use until it is no longer practical to replant. (NACAT $\rightarrow$  (See PAR. 73 for Replanting Payment Inspections if replant payments are applicable.  $\leftarrow$ NACAT))

(2) PRACTICAL TO REPLANT. The determination of whether it is practical to replant is made by the applicable insurance provider. These determinations must be based on factors including, but not limited to moisture availability, condition of the field, and whether the replanted crop can attain maturity prior to the calendar date for the end of the insurance period. It will not be considered practical to replant after the end of the late planting period UNLESS replanting is generally occurring in the area. See PAR. 176 I for practicality to replant for crop policy/provisions requiring processor contracts.

Note: In accordance to the Sugar Beet Crop Provisions it will not be considered practical to replant 30 days after the initial planting date for all counties where a late planting period is not applicable unless replanting is generally occurring in the area.

(3) Spring Wheat Replanted In Counties Having Only Fall Planting Dates:

If the insured's planted winter wheat is damaged to the point there is a loss situation and the insured wishes to plant the winter wheat acreage to a spring variety, the claim will be finalized based on the insurance provider's appraisal of the winter wheat crop. The spring-planted variety would not be considered replanted to wheat since spring wheat is not insurable in these counties. HOWEVER, if the insured inter-seeds the spring variety into the existing winter variety, DO NOT finalize the claim. The winter wheat will continue to be insured. See PAR. 176 G.

#### B <u>When It Is Practical to Replant and the Insured Does Not</u>

If the insurance provider determines it is practical to replant any acreage (PAR. 176 A(2)) and the insured does not replant, the insurance provider WILL NOT pay an indemnity on such acreage. The acreage report must be revised to remove such acreage and the acreage must be designated as uninsurable in the "remarks" section of the acreage report.

### C When It Is Determined That It Is (Was) IMPRACTICAL to Replant

# (1) Insured notifies insurance provider of intent to replant, but the insurance provider determines that it is TOO LATE TO REPLANT.

- (a) During the farm visit, appraise the acreage. Inform the insured that the insurance provider no longer considers it practical to replant the crop (PAR. 176 A(2)), but the insurance provider will release the acreage for ANOTHER USE. (Replanting to the same crop (even to a different practice) IS NOT putting the ACREAGE to another use. See exception in A(3) above.) If the entire unit acreage is damaged, the claim can be finalized AFTER the insured certifies that the entire unit acreage was put to another use. (If the entire unit is released to go to another use, a certification form must be left with the insured, see PAR. 74.)
- (b) If the insured replants rather than putting the acreage to another use, inform the insured of the following:
  - <u>1</u> (NACAT→ IF it is a crop which has a replant-payment provision, no replant payment will be made on such acreage,
     ←NACAT)
  - <u>2</u> The claim cannot be finalized at this time,
  - <u>3</u> Harvested and/or appraised production from the replanted acreage will be counted against the guarantee, and
  - If an indemnity is later claimed on the unit, any loss of production (reappraised and/or harvested) below the initial appraisal will be assessed against the guarantee as an uninsured-cause appraisal. HOWEVER, if comparisons of surrounding acreages reveal that the replanted acreage would have suffered all or part of the additional damage even if the acreage had not been replanted, adjust the uninsured-cause appraisal accordingly.

NOTE: Document all facts. Anytime the replanted-acreage production is less than the initial appraisal and you have determined that the additional loss of production should not be assessed against the guarantee as described in (1)(b) above, indicate why and how you arrived at your figures.

# (2) Insured Does Not Notify Insurance Provider of Intent to Replant

If the insured replants without giving proper notification of damage and we determine that the replanting was done later than was practical to do so (PAR. 176 A(2)), any potential production lost as a result of this will be assessed against the guarantee as an uninsured-cause appraisal. If the potential production lost can be solely attributed to the late replanting, an uninsured-cause appraisal of NOT LESS than the GUARANTEE will be assessed against the acreage.

- D <u>Replant Provision/Herbicide Usage</u>
  - (1) When a herbicide has been properly applied as a recommended farming practice, and the label restrictions prohibit replanting the crop by the final planting date, replanting the acreage will generally be considered impractical. The individual circumstances should be documented using label restrictions and local Cooperative Extension Service information to make individual determinations.
  - (2) Advise the insureds that to protect their interest in determining the impracticality to replant they should notify the insurance provider of the circumstances in order to provide timely documentation of the facts.
  - (3) No standard response can be given as to the practicality to replant in this situation. Every case may have varied conditions that will affect the decision. Included in these conditions are:
    - (a) Label restrictions for herbicide used
    - (b) Crop variety
    - (c) Planting date
    - (d) Soil, moisture, and temperature conditions
    - (e) Stage of plant growth

#### E Availability or Cost of Seed/Plant

Availability or cost of seed/plant IS NOT a consideration in determining if it is practical to replant. The insured must pursue normal options to obtain necessary seed to replant (if necessary) in the same manner that a noninsured producer would make prudent management decisions.

# F Planting Other Acreage in Lieu of Replanting the Acreage Initially Planted

(1) Susceptibility to plant disease, susceptibility to damage due to soilborne insects or herbicides, blowing ground, or other soil conditions may make it impractical to replant on the initially-planted acreage. (NACAT→ The insured IS NOT allowed to receive a replanting payment on other acreage planted to replace the initially-planted and subsequently destroyed acreage. (NACAT) Any such "replacement" acreage is treated as any other initially-planted acreage.

- (2) If it is not practical to replant the crop on the initially planted acreage, the insured must elect whether to carry the crop to harvest or receive consent for other use. Follow all instructions for the appropriate preliminary or final inspections as outlined in the crop handbook.
- G <u>Replanting on Interplanted Acreage</u>
  - (1) There is no specification in the endorsement/policy as to how a crop is to be replanted. However, if a replanting method contributes to any subsequent loss of production, such loss should be reflected in an appraisal for production lost due to uninsured causes.
  - (2) (NACAT→ An existing stand does not have to be destroyed prior to replanting in order to qualify for a replanting payment as long as the acreage being replanted meets the minimum requirements in the policy/endorsement. (-NACAT) If the insured chooses to interplant a spring variety with a winter variety, for example, the insured's inability to market or loss of value of the production because of the mixed classes is not insured against. If subsequent damage occurs which lowers the quality of the crop due to insurable causes, a determination of the value of the grain WITHOUT consideration of its mixed status must be made to determine the extent of any quality adjustment.
  - (3) (NACAT→ In all replant claims, the actual cost of replanting must be considered when making the replant payment. The policy/endorsement specifies that the replant payment cannot exceed the actual cost of replanting. In cases of interplanting, it is even more important to ascertain the actual cost of the replant operation to assure that the replant payment claimed does not exceed this cost. ←NACAT)

# H Inability of Insured to Replant

No potential production will be assessed to acreage the insured has destroyed with consent to replant if, due to weather and/or soil conditions, the insured is unable to replant. However, if it is determined that the insured could have replanted within the time frame that it was still practical, prepare a revised acreage report designating the acreage as uninsurable (see PAR.'s 130-131 for revised acreage report instructions).

I <u>Determining the Practicality of Replanting Damaged Crops for Which a</u> <u>Processor Contract is Required</u>

It will not be considered practical to replant if production from the replanted acreage cannot be delivered under the terms of the processor contract.

#### J Inspection to Release Acreage to be Replanted

Even though a crop or crop coverage may not be eligible for replanting payments, a majority of the crops still have replanting requirements, and the insured must provide notice of damage as described in preceding paragraphs.

- (1) In all cases, the service office representative or other party responsible for recording notices, will record the notice of damage or loss and forward the notice to the person or office designated by the insurance provider to assign losses to loss adjusters.
- (2) The adjuster will contact the insured to determine the insured's intent for handling the damaged crop and to determine whether a field inspection is required. The insured will be informed that if a field inspection is not performed, the insured should be prepared to show original seed receipts/tickets and other supporting receipts/tickets to support that the crop was initially planted and replanted in case of an audit or final loss to this unit.
- (3) Determinations that field inspections are not required, must be fully supported by information documented in the insured's loss claim file, based on contact with the insured or the insured's authorized representative.

NOTE: Notices of damage MAY NOT require a field inspection when replant payments are NOT applicable if crop damage is consistent with other producers' crop damage in the area, and the other producers are replanting. See (5) below.

- (4) When the notice of damage is cleared without a field inspection, consent to replant will be considered given to the insured when the loss adjuster:
  - (a) documents why the insured's claim file does not require a field inspection, and
  - (b) closes the notice of damage.
- (5) A field inspection MUST be completed WHEN:
  - (NACAT→ policy provisions provide for replant payments (except self-certification replant inspections) ←NACAT)
  - (b) an insured requests consent to put insured acreage to another use,
  - (c) there is reason to suspect poor farming practices or uninsured causes of loss,
  - (d) damage is inconsistent with other crops in the insured's area,
  - (e) there is any need to document actual field crop conditions, or

- (f) it becomes evident (from contact with the insured or general crop conditions) that these insured crops have been damaged to the extent that replanting would be required, but the insured does not intend to replant the insured acreage. An inspection is required in order to determine practicability to replant and therefore insurability of the damaged acreage.
- (6) No potential production will be assessed to acreage the insured has destroyed with consent to replant (with or without a field inspection if, due to weather and/or soil conditions, the insured is unable to replant. However, if the insured could have replanted within the time frame that it was still practical, the acreage must be considered uninsured and the acreage report revised accordingly.

# 177 MODIFICATION OF REQUIREMENT TO DESTROY CROP BEFORE INDEMNIFICATION

### A <u>General Information</u>

When crops are planted in low-level soil moisture that continues to stay low, it often results in extremely poor germination of the crop with very little or no survival of what did germinate. When areas of the country that are subject to wind erosion experience this situation, it is unlikely that producers in those areas can establish any cover crop to keep the topsoil from blowing. To deter wind erosion in these areas, the Country Natural Resources Conservation Service (NRCS), soil specialists from the local Cooperative Extension Service (CES), etc., may recommend that the existing soil surfaces **NOT** be disked, plowed, etc., in order to preserve existing soil surfaces and existing plants and plant residue.

#### B Modification of Requirement to Destroy Crop Before Indemnification

(1) If conditions exist as described in subparagraph A above and the county NRCS, County Food & Agriculture Council, and/or a soil specialist from the CES recommend that existing soil surfaces, plants and plant residue NOT be disturbed by disking, plowing, etc. in order to deter wind erosion, the insurance provider may authorize finalization of claims prior to destruction of the crop. This authorization is to be used only if the insured certifies that the crop will not be harvested and the acreage will be put to its intended other use when there is sufficient moisture. Obtain the certification on the Certification Form at the time the claim is signed. Complete the Certification Form as instructed in this handbook, with these exceptions:

#### Column Names

- (a) Intended Use Enter the insured's intended future use.
- (b) Actual Use Enter N/A.

#### Column Names

- (c) Date Enter N/A.
- (d) Remarks Enter "As indicated by the insured's signature below, the insured certifies that the acreage in Unit XXXX WILL NOT be harvested and that the acreage will be put to the use stated in item 11 when there is sufficient soil moisture. The acreage will not be reappraised by the insurance provider."
- (e) Insured's Signature Obtain insured's signature and date
   & Date of signature. (The form should be signed on the same day that the claim is signed.)
- (f) Accepted or Mark "Accepted." Requested
- (g) Code No. and Field Person's Signature
   Adjuster's signature, code and date of signature. (The form should be signed on the same day that the insured signed the claim.)
- (2) If this authority is utilized, the insurance provider will monitor the insured's certified disposition of the crop by implementing a random review of not less than 10 percent of such claims after sufficient moisture is received to allow destruction of the crop.
- (3) In the event that it is found that a crop has been harvested from the released acreage and the harvested production is greater than the appraised production, a corrected claim will be prepared using the harvested production if the amount of indemnity will be reduced.

# 178 MYCOTOXINS IN GRAIN CROPS

#### A <u>General Information</u>

Due to improved testing procedures, availability of test kits, animal and human health concerns, and general awareness of grain quality, the presence of mycotoxins in grain is becoming an ever-increasing factor in its sale.

#### B <u>What Are Mycotoxins</u>

Mycotoxins are the by-products of fungal activity promoted by environmental conditions which are stressful to the affected host plant. Actual grain yields may or may not be adversely affected by the presence of the organism, but harvestability and grain quality (hence market value) may be adversely

affected. Although over 200 mycotoxins have been identified, Aflatoxin and Vomitoxin have specifically caused insured grain to be unmarketable.

C Level of Mycotoxin Can Cause Reduced Value

If the level of mycotoxin presence results in a reduction in the value of the insured crop, such reduction will be considered due to disease if ALL of the following criteria are met. Production to count will be determined in accordance with the applicable policy provisions (value versus applicable market price) for quality adjustment:

- (1) An economic level of mycotoxin is present in the grain PRIOR TO GRAIN STORAGE (field infested). Economic levels of mycotoxin are defined as levels exceeding those of the particular mycotoxin at which advisory levels and /or feeding restrictions have been placed by university research and/or the Federal Food and Drug Administration (FDA). Contact the FGIS or RSO for the latest advisory levels. Since many mycotoxins can increase in grain storage, any potential loss due to mycotoxin presence in stored grain will be covered ONLY if it is determined that economic levels occurred before storage. In the absence of pre-storage testing, this determination must be made by taking into consideration the circumstances of each individual case, such as the grain moisture, the specific mycotoxin and its growth "triggering" requirements, and the level of contamination. Some mycotoxins, such as Aflatoxin, can likely increase in storage under normal storage conditions; thus, the need to test suspected grain prior to storage.
- (2) There is no evidence that the mycotoxin Vomitoxin increases in storage, other than in ear corn stored in cribs at moisture levels high enough for the fungus to continue to develop from infections that occurred in the field (approximately 22-25 percent moisture in corn and approximately 16 percent in small grains). Likewise, grains that are free of Vomitoxin at harvest will not develop in storage. Therefore, only under extremely unusual circumstance would Vomitoxin-infected stored grain not be considered to have Vomitoxin levels before storage.
- (3) Mycotoxin presence must be due to an insured causes. Factors contributing to plant stress and subsequent mycotoxin presence such as insufficient irrigation (under an irrigated practice), the use of marginally adapted varieties, non-weather-related delayed harvest, inappropriately high plant populations, etc., will result in the determination that the mycotoxin was the result of uninsured causes.
- (4) A disinterested testing facility must perform a quantitative test on the grain, itemizing results in parts per million (ppm) or parts per billion (ppb) of mycotoxin present. A disinterested testing facility is a facility not involved in the sale of the grain. (A facility which buys grain is not restricted if it does not buy the grain from the insured for whom it is doing the testing.) The testing facility must be a recognized commercial, governmental, or university testing laboratory conducting

certifiable industry-standard tests for the particular mycotoxins. Sample size to be submitted for testing will be dictated by the testing facility. Store and transmit samples in accordance with the instructions provided by the testing facility.

(5) Presence of the mycotoxins must have resulted in an ACTUAL reduction in grain value. If the final settlement for grain does not reflect a value reduction due to mycotoxins, the grain does not qualify for quality adjustment for mycotoxins. Absence of a local market does not automatically give the grain a zero value. Consider markets outside the local area, and use the highest price obtainable less reasonable transportation costs to establish the value. Supply such market information to the insured. Likewise, if very low-valued or zero-valued grain can be conditioned to increase the value, handle as instructed in PAR. 107. Additionally, if the insured offers a value for the grain for which a zero market value has been established, and the insured can make disposition without exceeding the advisory levels, this value (if agreed to by the insurance provider) may be accepted. See PAR. 107.

### D Documentation of Mycotoxins

Document in the narrative of the claim form or on a Statement of Facts, the following:

- (1) Test name and type of mycotoxin being tested for
- (2) Test type qualitative or quantitative
- (3) Name and location of testing facility
- (4) Type of testing facility
- (5) Test date
- (6) Type and level of mycotoxin established from test
- E Potential Markets for Infected Grains

Since various mycotoxins affect animal species differently, document by name which potential markets were contacted in establishing a fair grain market price. Take into account use for feed for tolerant animal species, value for blending with other grain (where allowed), and commercial (alcohol fuel plant or other product) uses. Take steps to safeguard against any vulnerability involving claims of insureds who are directly involved in the buying or testing of damaged grains.

# F Verification of Zero-Valued Grain

- (1) Any mycotoxin-contaminated grain which is declared to be of zero value and are of levels of contamination that are required to be destroyed by Federal or state laws must be destroyed in accordance with the Environmental Protection Agency (EPA) regulations prior to the finalization of the claim.
- (2) Leave a Certification Form with the insured, and
  - (a) explain why the form is being left,
  - (b) instruct the insured on how to complete the form after destruction of the affected production in order to certify to its destruction, and
  - (c) where the completed form is to be returned.

Follow regular Certification Form procedures in the subject crop handbook and/or LAM, as applicable, when completing the portion of the form that the adjuster completes and in providing instructions to the insureds for the portion that they are to complete.

- 179 (RESERVED)
- 180 (RESERVED)
- 181 (RESERVED)

## PART 6 LATE PLANTING AND PREVENTED PLANTING INSTRUCTIONS

#### **182 GENERAL INFORMATION**

Late planting (LP) provisions and/or prevented planting (PP) provisions are available only for the crops listed respectively in paragraphs 183 and 184 below. For some crops, the policy provides for automatic (not optional) LP coverage. While for other crops, the policy provides for LP coverage only if the insured has timely signed a Late Planting Agreement (LPA). For crop policies containing PP provisions, the coverage is automatic (not optional).

# 183 LATE PLANTING COVERAGE

A <u>Crops having automatic LP coverage are</u>:

Barley, canola/rapeseed, corn, cotton (except ELS cotton), dry beans, flax, grain sorghum, hybrid seed corn, hybrid sorghum seed, millet, oats, rice, rye, soybeans, sugar beets\*, sunflowers, and spring-planted wheat in counties showing a spring final planting date in the Special Provisions.

\* NOTE: Not applicable to 1997 Arizona and California Sugar Beets

B <u>Crops requiring a timely signed LPA before LP coverage is in effect are</u>:

Canning & processing beans, canning & freezing sweet corn, onions, peanuts, peas, popcorn, potatoes, safflower seed, 1997 Arizona and California sugar beets, guaranteed tobacco, quota tobacco, and canning & processing tomatoes.

- C <u>Guarantee Reductions</u>
  - (1) For barley, canola/rapeseed\*, corn, cotton (except ELS cotton), dry beans, flax, grain sorghum, hybrid seed corn, hybrid sorghum seed, millet, oats, rice, rye, soybeans, sugar beets\*\*, sunflowers, and springplanted wheat in counties showing a spring final planting date in the Special Provisions:

When the crop is planted after the final planting date (regardless of the reason for the delayed planting) but on or before 25 days after the final planting date, the per-acre production guarantee for those acres will be reduced.

\* NOTE: For canola/rapeseed, the number of days in the late planting period is as stated above unless stated otherwise in the Special Provisions.

\*\* NOTE: Not applicable to 1997 Arizona and California Sugar Beets.

- (a) For the first 10 days after the final planting date, the per-acre production guarantee for those acres will be reduced 1% for each day delay in planting.
- (b) For all crops listed in C (1), except millet:

For the 11th day through the 25th day after the final planting date, the per-acre production guarantee for those acres will be reduced 2 percent or each day delay in planting.

(c) For millet:

For the 11th day through the 20th day after the final planting date, the per-acre production guarantee for those acres will be reduced 3 percent for each day delay in planting.

NOTE: The per-acre production guarantee is reduced a maximum of 40 percent for planting 25 days (20 days for millet) after the final planting date.

(2) For canning and processing beans, canning and freezing sweet corn, onions, peanuts, peas, popcorn, potatoes, safflower seed, 1997 Arizona and California sugar beets, guarantee tobacco, quota tobacco, and canning and processing tomatoes:

When the crop is planted after the final planting date (regardless of the reason for the delayed planting) but on or before 20 days after the final planting date, the per-acre production guarantee for those acres will be reduced 10 percent for each 5 days planted late or portion thereof.

For example, if 50 acres were planted 7 days late, the per-acre guarantee would be reduced 20 percent for these 50 acres. If 20 acres were planted 15 days late, the per-acre guarantee for the 20 acres would be reduced 30 percent.

NOTE: The per-acre production guarantee is reduced a maximum of 40 percent for planting 20 days after the final planting date.

# 184 PREVENTED PLANTING COVERAGE AND ELIGIBLE ACREAGE

#### A <u>Use the PP procedures for</u>:

Barley, canola, corn, cotton, ELS cotton, dry beans, flax, grain sorghum, hybrid seed corn, hybrid sorghum seed, oats, rice, rye, soybeans, sugar beets\*, sunflowers, and wheat.

\* NOTE: Not applicable to 1997 Arizona and California Sugar Beets.

# B Insurance Period

- (1) The insurance period begins:
  - (a) For First Year Crop Coverage: on the sales closing date for the insured crop in the county for the crop year the producer's application is accepted.
  - (b) For Continuous Crop Coverage (not terminated or canceled for a crop year): on the sales closing date for the prior year. NOTE: Transfer of coverage to a different insurance provider is continuous coverage.
- (2) The insurance period ends when the per-unit insured crop coverage ends, as specified in the Crop Provisions.
- C <u>Prevented planting coverage is provided if</u>:
  - (1) There is an inability to plant the insured crop with proper equipment by the:
    - (a) final planting date for the crop (latest final planting date for the crop in the county for barley, oats, and wheat), or
    - (b) end of the late planting period (ELS cotton does not have a late planting period).
  - (2) The inability to plant the insured crop with proper equipment was due to an insured cause of loss that prevented the majority of producers in the surrounding area from planting the same crop.

Continued on the next page

# D <u>Production Guarantees</u>

IF ACREAGE IS PREVENTED FROM PLANTING TO THE INSURED CROP	THEN THE GUARANTEE IS
(NACAT→, but is planted to a substitute crop (for harvest) 11 days or more after the final planting date for the insured crop, and this provision was not excluded on or before the Sales Closing Date ←NACAT)	<ul> <li>(NACAT→</li> <li>25 percent of the production guarantee of timely planted acres of barley, corn, dry beans, flax, grain sorghum, hybrid sorghum seed, oats, rye, soybeans, sunflowers, and wheat.</li> <li>17.5 percent of the production guarantee of timely planted acres of cotton, ELS cotton, and rice.</li> <li>20 percent of the per-acre amount of insurance for timely planted acres of hybrid seed corn.</li> <li>17.5 percent of the <u>final stage</u> production guarantee of timely plantee of timely planted acres of sugar beets. Not applicable to 1997 AZ &amp; CA sugar beets. ←NACAT)</li> </ul>
<ul> <li>, and acreage is left idle or planted to a cover crop not to be harvested (cover crop can be hayed* or grazed - see PAR. 184 J below for acceptable cover crops)</li> <li>* NOTE: haying includes silage, forage, haylage, and green chop.</li> </ul>	<ul> <li>50 percent of the production guarantee of timely planted acres of barley, corn, dry beans, flax, grain sorghum, hybrid sorghum seed, oats, rye, soybeans, sunflowers, and wheat.</li> <li>35 percent of the production guarantee of timely planted acres of cotton, ELS cotton*, and rice.</li> <li>35 percent of the <u>final stage</u> production guarantee of timely planted acres of sugar beets. (Not applicable to 1997 AZ &amp; CA Sugar Beets.)</li> <li>40 percent of the per-acre amount of insurance for hybrid seed corn.</li> <li>(NACAT→</li> <li>NOTE: The PP guarantee for eligible double-cropped acreage is the same as for prevented planting acreage that is not planted to any crop or planted after the late planting period (e.g.; 50 percent for corn).</li> <li>*PP coverage for double-cropped acreage not available for ELS cotton. ←NACAT)</li> </ul>

IF ACREAGE IS PREVENTED FROM PLANTING TO THE INSURED CROP	THEN THE GUARANTEE IS
, but is planted to the insured crop after the late planting period (final planting date for ELS cotton	<ul> <li>50 percent of the production guarantee of timely planted acres of barley, corn, dry beans, flax, grain sorghum, hybrid sorghum seed, oats, rye, soybeans, sunflowers, and wheat.</li> </ul>
	<ul> <li>35 percent of the production guarantee of timely planted acres of cotton, *ELS cotton, and rice.</li> </ul>
	<ul> <li>35 percent of the <u>final stage</u> production guarantee of timely planted acres of sugar beets. (Not applicable to 1997 AZ &amp; CA sugar beets.)</li> </ul>
	<ul> <li>40 percent of the per-acre amount of insurance for hybrid seed corn.</li> </ul>
	(NACAT→ NOTE: The PP guarantee for eligible double- cropped acreage is the same as for prevented planting acreage that is not planted to any crop or planted after the late planting period. ←NACAT)
E Eligible Acres	(NACAT→ *PP coverage for double-cropped acreage not available for ELS cotton. ←NACAT)

- E <u>Eligible Acres</u>
  - (1) Acreage eligible for prevented planting must be:
    - Insurable.
    - Available for planting.

NOTE: available for planting means land is free of trees, rocky outcroppings, or other factors that would prevent proper and timely preparation of the seedbed for planting and harvest of the crop for the crop year.

- Acreage for which the insured can provide evidence that there was intent to plant to the insured crop. Evidence of intent may include but is not limited to the following:
  - receipts for seed, fertilizer, chemicals, availability of equipment, the date the land was purchased/rented, or other preparatory inputs in the amounts necessary to plant the number of prevented planting acres reported, and seed-bed preparation, etc.

- (2) Maximum eligible acreage
  - (a) Acreage applicable to prevented planting coverage for the contract (county/crop) cannot exceed the <u>TOTAL eligible acreage on ALL</u> <u>FSA FSN's</u> in which the insured has a share, adjusted for any reconstitution that may have occurred on or before the sales closing date. EXCEPT:
    - <u>1</u> Land which is added after the sales closing date, including Conservation Reserve Program (CRP) acreage that is transferred out of the CRP program after the sales closing date, can be eligible for a prevented planting production guarantee, as follows:
      - <u>a</u> The acreage must be added or transferred out of the CRP program at a time when there is still a reasonable expectation of being able to plant the insured crop;
      - <u>b</u> Land for which the insured has no actual production history can qualify for a prevented planting production guarantee by using the greater of the base acreage attributable to the added land or the number of acres of the applicable prevented planting crop planted the previous year by the previous owner or operator, and any eligible acreage from other land the insured has within the county.
      - c If added land has no base acreage, no production history, and no acreage planted the previous crop year, there are no eligible acres that can be included in the eligible acreage determination. However, if the insured is eligible for 100 acres of prevented planting coverage for soybeans on the original acreage, he/she may report up to that amount of prevented planting acreage on any of the acreage he/she farms including the added land. Any acreage planted to soybeans on any farm covered under the insured's policy must be subtracted from eligible prevented planting acreage.
    - <u>2</u> If a tenant requested an increase in acreage eligible for a prevented planting production guarantee prior to the sales closing date and the insurance provider accepted the request, the landlord will also be eligible for the increased amount if the insurance provider agrees.
- NOTE: Maximum eligible prevented planting acreage above the limitations contained in the crop policy can be increased if the insured submits a written request to the insurance provider by the sales closing date for the applicable crop, and the insurance provider approves the request. Insurance providers may not use "estimated" acres listed on an

application to increase eligible prevented planting acreage above the policy limitation. The request must list the acreage "intended" to be planted. An approved intended acreage report may be used. Requests must account for all insured crops and the total number of acres requested may not exceed the total tillable cropland acres. The approved request should clearly state that if the total number of acres will be reduced proportionately. The approved request should also specify that the maximum eligible acreage limitations contained in the policy will not apply and are superseded by the acres agreed to in writing.

- (b) To determine maximum eligible prevented planting acres you first must determine the eligible number of acres for each FSN as outlined in (3) below.
- \*NOTE: Tillable does not exclude a no-till farming practice. It means that the land can be tilled or it means the same as available for planting as indicated in the "Note" in PAR. 184 E (1).

Continued on the next page

(3) Acreage eligible for each FSA FSN

FOR:	Acreage eligible for each FSA FSN is limited to
Barley, canola, corn, cotton, ELS cotton, dry beans, flax, grain sorghum, oats, rice, rye, soybeans, sugar beets*, sunflowers, and wheat * NOTE: Not applicable to 1997 AZ & CA sugar beets.	<ul> <li>the greater of:</li> <li>the number of acres of insured crop which were prevented from planting and which had a prevented planting production guarantee the prior year plus the number of acres planted on the FSA farm serial number the previous crop year without regard as to whether or not the crop was insured, adjusted for any reconstitution which may have occurred prior to the sales closing date;</li> <li>the FSA base acreage (the base acreage for the last year the FSA established base acreages) reduced by any acreage reduction program requirement (not applicable to FSA non-program crops such as soybeans). Base acreages may include acres that were flexed from another crop, if applicable. Do not use "Contract acres" used under the AMTA program; or</li> <li>NOTE 1: The base acres for corn and grain sorghum can be the base acres combined into what the FSA commonly refers to as a "feed grain" base. For example, 100 corn base acres. In this scenario it would be possible to have 200 prevented planting corn acres or 200 prevented planting grain sorghum acres or 200 prevented planting corn acres or 200 prevented planting coverage was prevented from planting.</li> <li>NOTE 2: Since participation in another USDA program may not limit crop acreage in the FSN, prevented planting coverage would not attach to more than the base acreage plus any applicable flex or "ghost" acres for the insured crop.</li> <li>100 percent of the simple average of the number of acres planted and used in the APH database (would include insured acreage prevented from planting)</li> <li>NOTE 3: If acreage and production shown on the APH form is duplicated for more than one FSN, use only the acres that are reflective of the FSN being determined when determining the simple average for that FSN.</li> </ul>
Hybrid Seed (Corn) and Hybrid Sorghum Seed	the number of acres required to be grown in the current crop year under a contract executed with a seed company.

If a crop is insured under one policy number, is administered under one FSN, but land is located in more than one county:
 Determine eligible acreage separately for the land in each county.
 Prorate the base acres for the insured crop between each of the counties based on the number of cropland acres in each county.

Example: 60 percent of cropland in the FSN is located in county A and 40 percent is located in county B. Then, 60 percent of the insured crops base acres would be attributed to county A and 40 percent would be attributed to county B for determining eligible prevented planting acreage for each county.

- (5) Prevented planting acreage is established when insureds report their acreage by the acreage reporting date. See PAR. 186 for acreage reporting information and PAR. 192 for information about verifying eligibility of reported prevented planting acreage and examples thereof.
- F Irrigated Practice.

Acreage intended to be planted under an irrigated practice will be limited to the number of acres for which the insured had adequate irrigation facilities prior to the insured cause of loss which prevented the insured from planting.

- G <u>Acreage Which is NOT ELIGIBLE for PP Coverage Includes Acreage</u>:
  - (1) Voluntarily idled (not intended for planting) for:
    - conservation purposes or,
    - non-cropping purposes such as establishing wildlife habitat, leveling land, constructing waterways, establishing irrigation systems, etc.
  - (2) Intended to be or considered left unplanted to participate in and comply with any USDA administered program;
  - (3) For which the crop endorsement does not provide prevented planting coverage (inclusive of acreage in excess of the maximum acreage permitted under the prevented planting provisions) or for which the Actuarial Table does not designate a premium rate (UNLESS the insured submits a (NACAT→ written request for coverage on such acreage prior to the sales closing date for the crop and the insurance provider approves the request.) ←NACAT);
  - In excess of the number of acres for which an irrigated practice could be properly performed (for acreage intended to be planted and insured under an irrigated practice);
  - (5) For which planting history or conservation plans indicate such acreage would remain unplanted for crop rotation purposes (utilize prior years'

records to verify crop rotation history: APH records, Acreage Reports, FSA-424s (FSA-578s), etc.)

(6) That does not constitute at least the lesser of 20 acres or 20 percent of the unit, and

For example: Out of an 80 acre unit, 65 acres were planted and 15 acres were prevented from planting. Twenty percent of the unit (16 acres) is less than 20 acres. Since 15 acres is less than 16 acres, the 15 acres is not considered PP acres. On the other hand, if the insured was prevented from planting 18 acres, the 18 acres would qualify for PP acres since 18 exceeds 16.

- (7) On which the insured crop is prevented from being planted, if any other crop is planted and fails, or is planted and harvested, hayed or grazed on the same acreage in the same crop year (other than a cover crop which can be hayed or grazed or a substitute crop allowed for limited and additional coverage), unless:
- (NACAT→ (a) for all crops except for ELS cotton and CAT policies, the insured provides adequate records of acreage and production showing that the acreage has a history of double-cropping in each of the last four years. This means the insured must have adequate records of acreage and production for eight crops planted in the last four years on the same physical acres. ←NACAT); or
  - (b) as allowed in H or I below.
- H <u>Prevented Planting Coverage for Spring Crops Intended to Follow a Failed Fall</u> <u>Crop</u>
  - (1) (NACAT→ A producer may be eligible for a prevented planting production guarantee for a spring-planted crop that was intended to be planted, even though a fall-planted crop had been planted on the acreage, if the acreage has a history of double-cropping, ←NACAT) or if:
    - (a) the fall-planted crop failed, crop insurance coverage was not available for the fall-planted crop, and the producer is not eligible for any payment associated with the crop loss;
    - (b) failure of the fall-planted crop occurs prior to the time that planting of spring crops normally begins in the county; and
    - (c) the producer does not derive a benefit from the failed fall-planted crop by harvesting it (haying or grazing is allowed); and
    - (d) an insurance policy with prevented planting coverage is in place for the spring crop that is intended to be planted.

- (2) A producer may be eligible for a prevented planting production guarantee when he/she intends to destroy an existing forage stand and plant a spring crop on the acreage, if the insured is unable to destroy the forage stand and plant the spring crop due to insurable causes, provided:
  - Insurance coverage was not available for the forage crop and the producer is not eligible for any payment associated with the forage crop;
  - (b) A majority of producers in the area were prevented from planting the same spring crop;
  - (c) The forage crop was not hayed or grazed until after the spring crop's final planting date; and
  - (d) An insurance policy with prevented planting coverage is in place for the spring crop that is intended to be planted.
- I Eligibility for a Fall-planted Crop Intended to Follow Spring-planted Crops

A producer may be entitled to a prevented planting guarantee for a fall-planted crop if a mature spring-planted crop could not be harvested because adverse weather prevented harvesting and prevented the producer and other producers in the general area from planting the same fall-planted crop. In counties that have crops with only spring final planting dates or both fall and spring final planting dates (e.g., Small Grains), the insured crop must be prevented from being planted until the spring final planting date in order to be eligible for a prevented planting guarantee.

- J Acceptable Cover Crops
  - (1) Acceptable cover crops which qualify for a full prevented planting guarantee are the following:
    - annual, biennial, or perennial grasses and legumes, including sweet sorghum, sorghum grass crosses, sudans, volunteer stands other than weeds and crop residue from using no till or minimum till practices.
    - Barley, oats, rice, wheat, or any other small grains qualify provided they are not harvested for grain or seed.
  - (2) The cover crops may be hayed or grazed only if allowed by prevented planting policy provisions, but may not be harvested for grain or seed.
  - (3) The above cover crops are commonly recognized in the farming community and are consistent with those previously approved by the Department of Agriculture for ACR and CU acres.

(4) Corn planted for silage is not considered to be a cover crop. If a crop other than corn is prevented from being planted and corn is subsequently planted, the corn would be a substitute crop whether or not it is insurable. if corn is prevented from being planted, and the insured plants corn after the end of the late planting period, a prevented planting guarantee would be established and production to count would be determined in accordance with all applicable policy provisions.\*

\*Exception: In a county where the actuarial table provides a premium rate for grain only, a variety of corn adapted for silage use only will be considered a substitute crop when an insured reports that corn for grain is prevented from being planted and then plants a silage use only variety.

NOTE: Any insurable substitute crop for which the producer had elected insurance coverage, that is planted on acreage to be reported as prevented planting, must be reported and a premium will be earned (and payable, if the coverage is limited or additional coverage).

#### K Prevented Planting Eligibility when a Substitute Crop is Planted

- (1) Verify that the insured did not exclude the substitute crop provision.
- (2) If the substitute crop provision was not excluded, determine whether or not the acreage claimed as prevented planting which was planted to a substitute crop more 11 days or more after the final planting date for the intended crop, could have been planted to the intended crop by the final planting date for the intended crop. When determining if the insured was unavoidably prevented from planting due to an insured cause of loss, consideration must be given to acreage that may have been wetter than other acreage due to the location, topography, and soil drainage characteristics of the acreage, crop rotation, chemical application, etc., that resulted in the insured planting other acreage first.

#### 185 PREMIUM

The premium is based upon the original per-acre production guarantee for timely planted acreage, less any premium for acreage deleted (by a revised acreage report) that was not eligible for prevented planting coverage.

#### 186 ACREAGE REPORTING

The acreage report is the primary tool for implementing the late planting and prevented planting provisions, reducing the unit guarantee for acreage planted within the late planting period and for prevented planting acreage. Prevented planting acreage is based on how many acres were intended to be planted and where the insured intended to plant. (See E(1) for information pertaining to insured's intent to plant.)

# A Insured's Responsibility

With the Service Office Representative's (Agent's) assistance:

- on or before the final acreage reporting date, report all timely planted, late planted, and prevented planting acreage along with any information required to complete an accurate initial acreage report by the final acreage reporting date (also see 186 E below);
- (2) identify on the acreage report (or on an attachment) all uninsurable and non-eligible PP acreage and the factors used in that determination; i.e., acreage planted for an uninsurable use (e.g., planted for pasture, etc.), adjustment of reported acreage due to eligible PP acreage limitations, etc.; and;

(NOTE: Acreage planted to the insured crop after the late planting period date must be reported appropriately as insured or uninsured acreage; i.e., if it was the crop intended to be planted but the insured was prevented from planting it, the acreage would be insured and would be reported as prevented planting acreage. If it was not the intended crop or was not intended to be planted, it would be reported as uninsured acreage.);

- (3) report any change in status of any prevented planting acreage, including the planting of prevented planting acreage. A revised acreage report must be prepared by the agent as needed. See <u>186 H</u> for revised acreage report examples.
- B <u>Service Office Representative's (Agent's) Responsibility</u>
  - (1) Verify eligible prevented planting acres.
  - (2) Retain documentation of notification and any actions taken for loss adjuster verification and review.
  - (3) Inform insured that their actions subsequent to finalizing a claim, such as planting a crop for harvest on prevented planting acreage, harvesting a cover crop (other than haying or grazing), may disqualify them from a prevented planting payment or may affect the prevented planting coverage.

NOTE: When prevented planting is declared, if the insured has FSA base acreages for the FSN for the 1995 crop year, a copy of the insured's FSA-423 or FSA-476 (NOTICE OF ACREAGE BASES, YIELDS, ALLOTMENTS, AND/OR QUOTAS) for the 1996 crop year or other document showing the base acreages furnished by the FSA must be retained in the insured's insurance file for loss adjuster verification and review. This will furnish evidence of the insured's crop acreage bases. Caution: Other FSA documents for 1996 and succeeding crop years may contain only the "Contract Acres" even though the column may be titled "CABS/CONTRACT" acres. "Contract acres" are not the same as base acreages (CABS).

# C Loss Adjuster Responsibility

For required acreage report spot checks and/or when completing a claim for indemnity, verify, eligible prevented planting acreage, and whether the correct prevented planting guarantee has been reported and processed.

\* \* \*

#### D <u>APH for Acreage Planted To The Insured Crop After Late Planting Period</u>

All acreage planted to the insured crop on eligible prevented planting acres to be harvested or intended to be harvested will be considered acceptable for the purpose of determining planted acres for Actual Production History (APH).

### E <u>Acreage Reporting Date</u>

- (1) If all insurable acreage is planted by the final planting date, the acreage report is due by the published acreage reporting date.
- (2) For late planted, prevented planted, or a combination of timely planted, late planted, or prevented planting acreage, the acreage report is due the later of the published acreage reporting date or 5 days after the end of the <u>late planting period</u> (no LP period for ELS cotton).

NOTE: Filing acreage reports for late planted or prevented planting acreage does not extend the policy stated acreage reporting period nor the 10-week requirement for acreage data transmission for full commission disbursement.

- F <u>Separate line entries are required on the acreage report for the following:</u>
  - (1) Differing practices, types, shares, APH yields, risk classifications, and basic and optional units
  - (2) Timely planted acres (full production guarantee)
  - (3) Late planted acres, with a separate line entry for each day of planting during the late planting period (with a reduced production guarantee based upon the planting date)
  - (4) Eligible prevented planting acres planted to the insured crop after the late planting period (final planting date for ELS cotton), by planting date
  - (5) Eligible prevented planting acres not planted to any crop
  - (6) (NACAT→ (or not applicable when this provision has been excluded for limited or additional coverage) Prevented planting acres planted to a substitute crop for harvest (does not apply to cover crop not for harvest) ←NACAT (or not applicable when this provision has been excluded for limited or additional coverage)

NOTE: For the purpose of determining acreage eligible for prevented planting coverage, the total amount of prevented planting and planted acres cannot exceed the maximum number of acres eligible for prevented planting coverage.

G Identifying PP Acreage on Acreage Report

Prevented planting acres are identified by the "date planted" column of the acreage report.

For	Enter:	
(NACAT→ acreage not planted to the insured crop, but planted to a substitute crop when this provision has not been excluded ← NACAT)	as instructed by the insurance provider as "P1" or "25%" (or respective percentage for cotton, ELS cotton, sugar beets*, rice and hybrid seed corn). (The appropriate guarantee will be applied by line.)	
	* Note: Not applicable to 1997 AZ & CA sugar beets.	
	Note: Such acreage will NOT be counted for APH purposes.	
acreage not planted to any crop (can be planted to cover crop not to be harvested (can be hayed or grazed))	as instructed by the insurance provider as "P2" or "50%" (or respective percentage for cotton, ELS cotton, sugar beets*, rice, and hybrid seed corn). (The appropriate guarantee will be applied by line.)	
	* Note Not applicable for 1997 AZ & CA sugar beets.	
	Note: Such acreage will NOT be counted for APH purposes.	
acreage prevented from planting to the insured crop before or during the late planting period, but planted to the insured crop after the late planting period	the planting date. (The appropriate guarantee will be applied by line.)	
crop arter the late planting period	Note: Such acreage and its production will be counted for APH purposes.	
NOTE: If crop was not prevented from planting before or during the late planting period, enter the acreage planted after the late planting period (final planting date for ELS cotton) in the remarks section as uninsured acreage		

### H Revised Acreage Reports

The following revisions are those that should be made by the agent when the insured's intentions (substitute crop, cover crop, or no crop planted) changed after the acreage has already been reported. However, if it is discovered during the loss adjustment inspection that the acreage report had not been revised to reflect what was actually done, the adjuster/insurance provider may need to revise the acreage report.

If all the acres reported for the unit are prevented planting acres that are found to be ineligible for prevented planting coverage, the acreage report must be revised. However, if there is a combination of planted and prevented planting acres, except for revisions to change the prevented planting guarantee, revised acreage reports to delete ineligible prevented planting acres do not have to be made by the adjuster/insurance provider at the time the indemnity is worked, unless the insurance provider's claim processing system will not:

- (1) automatically refund excess premium, or
- (2) reduce the liability to the "determined liability" for overreported prevented planting acres."

Example:

The liability calculated from the acreage report for the unit is \$180 (\$100 for late planted acreage and \$80 for PP acreage). However, the "determined acres" liability is \$150 (\$100 for late planted and \$50 for PP acreage). Premium would be refunded for the overreported PP acres.

NOTE: Revisions to raise liability at loss time are not permitted except as noted in the examples below and as stated in Part 3, Section 7. For example, if there had been an obvious inadvertent error in switching the reported prevented and timely planted acres, a revision to raise liability could be made. (The following might be considered an inadvertent error, reported 60 prevented planting acres and 40 timely planted acres, but it was actually just the opposite.)

IF	THEN
For CAT policies: Prevented planted acreage initially reported to be left idle or to be planted to a cover crop not for harvest, but is planted to a substitute crop to be harvested	Delete the acreage as prevented planting acreage. If the substitute crop is an insured crop, the insured (and uninsured acreage, if applicable) must be reported, which will also cause a revised acreage report for that crop if it has not previously been reported.
For Limited or Additional Coverage Policies where "P1" coverage has been excluded Prevented planting acreage initially reported to be left idle or to be planted to a cover crop but acreage is planted to a substitute crop	Delete the acreage as prevented planting acreage. If the substitute crop is an insured crop, the insured acreage (and uninsured acreage, if applicable) must be reported, which will also cause a revised acreage report for that crop if it has not previously been reported.
For Limited or Additional coverage: Prevented Planting acreage initially reported with no crop planted (or cover crop to be planted), but the prevented planted acreage is planted to a substitute crop after the 10th day of final planting date for the insured crop	Revise the acreage report to change the prevented planting acreage guarantee from the higher guarantee to the lower guarantee. If the substitute crop is an insured crop, the insured and uninsured acreage, if applicable) must be reported, which will also cause a revised acreage report for that crop if it has not previously been reported.
For Limited or Additional coverage: Prevented planting acreage initially reported with no crop planted (or cover crop to be planted, not to harvest) but the prevented planted acreage is planted to a substitute crop <b>on or before the 10th day</b> of final planting date for the insured crop	Delete the prevented acreage. If the substitute crop is an insured crop, the insured and uninsured acreage, if applicable, must be reported (which will also cause a revised acreage report for that crop if it has not previously been reported).
For limited or Additional coverage: The prevented planted acreage is reported with the intention of planting a substitute crop, but no crop is ever planted or the PP acreage is planted to a coverage crop not for harvest (and not harvested).	Revise the acreage report to reflect the higher prevented planting guarantee for such acreage. Note: Increases in liability are allowed to accommodate this change.

H (Continued) Revised Acreage Report (Read the text above before applying)

IF	THEN
For all coverages:	Delete the prevented planting acreage.
Prevented planting acreage reported with intent to plant cover crop (not for harvest), but the insured decides to harvest the cover crop.	If the insured harvests the cover crop without revising the acreage report and it is subsequently discovered that the insured harvested the cover crop during a loss inspection, the determined PP acreage on the claim form must not reflect this ineligible acreage.
For all coverages: acreage reported as prevented planting is found to not be eligible for prevented planting coverage.	Delete such acreage from the acreage report.
For all coverages: For any reason not listed above, the acreage report needs to be changed to reflect the correct guarantee	As appropriate, delete or revise the prevented planting acreage shown on the acreage report to reflect the correct acres and/or correct prevented planting guarantees.

### **187 NOTICE REQUIREMENTS**

- A <u>Insured's Requirements</u>. If prevented from planting, the insured must report on or before the acreage report date.
- B <u>Acreage Report Preliminary Notice</u>. Notice of prevented planting acreage through the filing of the acreage report is considered to be a preliminary notice of damage for the insurance unit. From this notice, a prevented planting claim will be cleared (if no indemnity due) or finalized (if an indemnity is due later in the crop year as indicated in PAR. 191 D.

### **188 FIELD INSPECTIONS**

A General Information

Field inspections are to be performed as needed to document acreage planted to the insured crop, planted to other crops, and/or left as prevented planting acreage.

#### B Field Inspections for Units Containing Prevented Planting Acres

On units containing PP acres, at least one field inspection is suggested to be made by the earlier of:

- (1) Fifty-five (55) days after the final planting date (the latest planting date for the crop in the county for spring-seeded barley, oats or wheat) for the insured crop, or
- (2) The general harvest date for the crop in the area. At that time, a revised acreage report must be prepared if necessary (see PAR. 186 H above).

### (NACAT→

### 189 REPLANTING PAYMENT ELIGIBILITY

Replanting payment eligibility is determined on a unit planted-acre basis and remains unchanged. Acreage initially qualifying for a replanting payment may become nonqualifying if the insured later decides to plant on acres initially reported as prevented planting acres.

A Timely Planted Acres or Acres Planted Within Late-Planting Period

Acreage initially planted timely or initially planted within the late planting period is eligible if replanted before the end of the late planting period (before the final planting date for ELS cotton) when it is considered practical by the insurance provider.

B Acres Planted After Late Planting Period

Acreage initially planted after the late planting period (final planting date for ELS cotton) will be eligible for a replanting payment only if the insurance provider considers it practical to replant the crop. **(-NACAT)** 

### (NACAT/LIMITED→

### 190 HAIL/FIRE EXCLUSION

To be eligible for Hail/Fire exclusion, the hail and fire policy liability must equal or exceed the Multiple Peril Crop Insurance liability for all acres PLANTED to the insured crop, regardless of whether the crop was timely planted, late planted, or planted after the end of the late planting period (final planting date for ELS cotton). The servicing representative AND the loss adjuster must be certain that hail and fire coverage attaches to any insured-crop planted on prevented planting acreage as required. If such coverage does not exist, the contract is not eligible for hail/fire exclusion. (ACAT/LIMITED)

# 191 CLAIMS

А	Prevented Planting Codes and Late Planting Codes for Claims	

PP and	Explanation		
LP Codes			
(NACAT→ P1 ←NACAT)	(NACAT→ Acreage that was prevented from planting to the insured crop but was planted to a substitute crop for harvest 11 days or later after the final planting date for the insured crop and this provision was not excluded on or before the Sales Closing Date.		
	(The prevented planting guarantee is 25 percent of the production guarantee of timely planted acres for all crops having prevented planting provisions, except cotton, ELS cotton and rice (17.5 percent), sugar beets* (17.5 percent of <u>final stage</u> production guarantee), and hybrid seed corn (20 percent). (NACAT)		
	*Note: Not applicable to 1997 AZ & CA sugar beets.		
P2	Acreage prevented from planting to the insured crop but left idle or planted to a cover crop (not harvested). Cover crops can be hayed and grazed.		
	(The prevented planting guarantee is 50 percent of the timely planted production guarantee for all crops eligible for PP, except cotton, ELS cotton, and rice (35 percent), sugar beets* (35 percent of the <u>final stage</u> production guarantee), and hybrid seed corn (40 percent).)		
	*Note: Not applicable to 1997 AZ & CA sugar beets.		
U3	Unharvested acreage from acreage planted to the insured crop after the late planting period (after final planting date for ELS cotton) that had been prevented from planting before or during the late planting period (by the final planting date for ELS cotton).		
	(The prevented planting guarantee is 50 percent of the timely planted production guarantee for all crops eligible for PP, except cotton, ELS cotton, and rice (35 percent), sugar beets* (35 percent of the <u>final stage</u> guarantee), and hybrid seed corn (40 percent).)		
	*Note: Not applicable to 1997 AZ & CA sugar beets.		
	Note: When this entry is applicable, follow the instructions in the applicable crop handbook for entering a per-acre appraisal in the "potential column" of the claim.		

	Even law a them			
PP and	Explanation			
LP Codes				
H3	Harvested acreage from acreage planted to the insured crop after the late planting period (after final planting date for ELS cotton) that had been prevented from planting before or during the late planting period (by the final planting date for ELS cotton).			
	(The prevented planting guarantee is 50 percent of the timely planted production guarantee for all crops eligible for PP, except cotton, ELS cotton, and rice (35 percent), sugar beets* (35 percent of the final stage guarantee), and hybrid seed corn (40 percent).)			
	*Note: Not applicable to 1997 AZ & CA sugar beets.			
PU	Acreage prevented from planting before or during the late planting period (by the final planting date for ELS cotton) but that was planted to the insured crop and such acreage was:			
	<ul> <li>abandoned without consent,</li> <li>destroyed without consent,</li> <li>damaged solely by uninsured causes, or</li> <li>for which the insured failed to provide acceptable records of production.</li> </ul>			
	(The prevented planting guarantee is 50 percent of the timely planted production guarantee for all crops eligible for PP, except cotton, ELS cotton, and rice (35 percent), sugar beets* (35 percent of the <u>final stage</u> guarantee), and hybrid seed corn (40 percent).)			
	*Note: Not applicable to 1997 AZ & CA sugar beets			
	Note: When this entry is applicable, follow the instructions in the applicable crop handbook for entering a per-acre appraisal for uninsured causes of loss in the "Uninsured Causes" column of the claim form.			
For FSA Serviced Policies Only: L01-L25	Acreage planted in the late planting period. "L" designates "late" and 01-25 designates the number of days the acreage was planted after the final planting date for the crop (i.e.; $L10 = planted 10$ days after the final planting date.)			

# B Claim Entry Instructions

With the exception of the instructions for prevented planting acreage in the following table, adjusters are to follow instructions in the appropriate crop handbooks.

Item Name & Number	Entry Instruction
"Date Harvest Completed" column of the claim form	<ul> <li>If the insured crop was prevented from being planted to the intended crop and no insured acreage was planted to the intended crop on the unit, enter "PP."</li> <li>If acreage was planted to the insured crop, determine the entry as instructed in the appropriate crop handbook.</li> </ul>
"Lapse of Time" column of the claim form (In the absence of this column, just follow entry instructions for determining whether there is a delayed claim.)	<ul> <li>If the insured crop was prevented from being planted and no insured acreage of the intended crop was planted on the unit, enter the number of calendar days after the calendar date for the end of the insurance period that the insured signed the claim. If the insured signed the claim on or prior to the calendar date for the end of the insurance period for the crop, enter "0." If the claim was signed by the insured 61 or more calendar days after the calendar date for the calendar date for the end of the end of the insurance period for the insurance period for the unit, handle as a delayed claim according to LAM (FCIC-25010).</li> <li>If acreage was planted to the insured crop, determine the lapse of time to be entered as instructed in the appropriate crop handbook.</li> </ul>
"Stage" column of the claim form	<ul> <li>When acreage is eligible prevented planting acreage, enter the appropriate prevented planting code. See codes in Table in 191</li> <li>A above.</li> </ul>

Item Name & Number	Entry Instruction	
"Intended or Final Use" column of the claim form.	<ul> <li>(NACAT→</li> <li>If prevented planting code in the "Stage" column is "P1," enter "P1."</li> <li>←NACAT)</li> <li>If prevented planting code in the "Stage" column is P2, enter</li> </ul>	
	<ul> <li>"P2".</li> <li>If prevented planting code in the "Stage" column is:</li> <li>U3, enter the intended or final use; e.g., "plow."</li> <li>H3, enter "H." ("H" designates that the acreage was harvested.)</li> </ul>	
	<ul> <li>PU, enter as appropriate "SU," "WOC," or "ABA"</li> <li>Note 1: "SU" means solely uninsured causes of loss; "WOC" means acreage destroyed without consent; and "ABA" means acreage abandoned without consent. For each line with these codes, an entry of not less than the per-acre prevented planting production guarantee is required in "Uninsured Causes" column. See the crop handbook for more details.</li> </ul>	
	Note 2: If acreage is unharvested or there are uninsured causes, appraisals must be entered in the appropriate columns for appraisals as instructed in the crop handbook.	
"Hail Damage" Item 36 of FCI- 74; Item 41 of FCI-74 T-P-C	<ul> <li>(FOR FSA ONLY): For crop acreage planted in the late planting period under late planting policy provisions (or a crop having a Late Planting Agreement in effect), enter the "LP" code as appropriate for the number of days planted late, ;e.g, LO4 means planted 4 days late; L10 means planted 10 days late. See table in PAR. 191 A above.</li> </ul>	
	<ul> <li>Note: separate line entries are required for:</li> <li>each day planted in the late planting period (with appropriate acres),</li> <li>timely planted acreage, and</li> <li>prevented planted acreage.</li> </ul>	

## C <u>APH for Prevented Planting Acreage</u>

- (1) Acreage designated "U3," "H3," or "PU" WILL be included as "Planted acres" in APH records. However, the per-acre appraisals from acreage designated as "PU" will not be counted as production for APH purposes.
- (2) Acreage designated "P1" or "P2" will NOT be included in APH records.

## D Indemnity Determinations

- (1) Any harvested or appraised production from the insured crop, regardless of when planted, will be counted against the unit guarantee UNLESS it is production from acreage which was planted for an uninsured use or planted on uninsurable land. If the crop was planted for an originally insured use (e.g., corn for grain) and:
  - (a) Harvested for such use, the production will be counted on that basis (bushels of grain).
  - (b) Subsequently put to another use, an appraisal must be made on the basis of the original intended use. If notice was not given prior to destruction of the crop or harvest for another use, not less than the appropriate guarantee will be assessed on such acreage.
- (2) Production from uninsured acreage of the insured crop MUST be kept separate or it will be considered production to count for the insured acreage.
- (3) Eligible prevented planting acreage will not automatically result in an indemnity. Harvested and appraised production from timely-planted, late-planted, or prevented planting acreage (planted to the insured crop after the late planting period, or after the final planting date for ELS cotton) may cause the unit production-to-count to exceed the unit guarantee, resulting in no indemnity due, even though the unit contained acreage eligible for prevented planting coverage.
- (4) The insurance provider must be reasonably certain that prevented planting acreage is not shared in common between two or more crops insured through different insurance providers before finalizing a claim for indemnity.
- (5) The "PP" acreage reported on the acreage report for the unit will be considered the prevented planting acres for the unit UNLESS ineligible acreage was reported for prevented planting. Verify eligible prevented planting acreage as described in PAR. 192 below.

If ineligible acreage is reported, the entry for "determined acres" on the claim form for the prevented planting acres must reflect only the ELIGIBLE prevented planting acres. The acreage report does not need to be revised during loss adjustment except as stated in PAR. 186 H.

- E <u>Unit Production Guarantee</u>. The unit production guarantee for the claim will reflect the total of the guarantees, by line, of the timely planted, late planted, and prevented planting acres constituting the unit.
- F <u>How Many PP Planting Payments?</u> Only ONE prevented planting payment can be made for each acre for the crop year for CAT coverage. (NACAT→ For additional and limited coverage, only ONE prevented planting payment can be

made for each acre for the crop year unless, (not applicable to ELS cotton) the insured can provide that the acreage and crop has a history of double-cropping in each of the last four years. Double-cropping must be an insurable practice in the county for the crop. (-NACAT)

G <u>Finalizing Claims</u>

DO NOT finalize claims until:

- (1) For units **without** prevented planting acreage:
  - (a) it is considered impractical to replant damaged acreage; and
  - (b) the entire unit production potential has been accounted for (destroyed, appraised, harvested, or a combination thereof).
- (2) For units **with** prevented planting acreage:
  - (a) all appraised/harvested production within the unit is counted from any acreage in the unit that has been planted to the insured crop, and/or
  - (b) it is too late to plant any crop on the prevented planting acreage which could be harvested in the same crop year or conditions prohibit soil preparation or seeding the acreage beyond the date any crop could be established to be harvested in the same crop year.
  - (c) you are satisfied with all determinations, including eligible prevented planting acreage. If eligibility of any of the reported prevented planting acreage is questionable, contact your next level of supervision.

#### **192 VERIFYING ELIGIBLE PREVENTED PLANTING ACREAGE**

- A <u>Documentation</u>. Factors used in the determination of eligible acreage must be maintained in the insured's file for review.
- B <u>Maximum Eligible PP Acres.</u> Determine the maximum number of eligible acres by totaling the number of eligible prevented planting acres in ALL FSN's in which the insured has a share. Refer to PAR. 184.

# C Examples of Maximum Eligible Acres for the Contract (County/Crop)

EXAMPLE 1 - No new land, no transferred CRP acres			
Soybean History 400 acres	FSN 124	300 acres cropland 200 acre corn base	
	FSN 126	400 acres cropland 100 acres corn base 100 acres wheat base	
	FSN 128	200 acres cropland 100 acre corn base	
TOTALS: Cropland = 900 ac Corn base = 400 ac Wheat base = 100 ac	res	Maximum PP Acres for the ContractCorn =400 acresWheat =100 acresSoybeans =400 acresTOTAL =900 acres	

EXAMPLE 2 - 1st Year Farmed	FSN - 123		
<ul><li>PP Acres limited to:</li><li>For program crops, the greater of:</li></ul>			
<ul> <li>the number of acres planted on the FSN the previous crop year. (previous year 200 acres of corn planted).</li> </ul>			
• base acres for the crop, unless the insurance provider has accepted a written request for additional acreage. (Corn base = 200 acres).			
Non-Program Crops:			
<ul> <li>No acres eligible, unless the insurance provider has accepted a written request for additional acreage, or</li> </ul>			
<ul> <li>the new producer's land was planted the previous year by another</li> </ul>			
producer. The new producer is limited to the number of acres planted on the FSN the previous crop year (previous year 200 soybean acres).			
Cropland acres = 400 acres Corn Base = 200 acres	Maximum PP Acres for ContractCorn =200 acresSoybeans =200 acres		
	TOTAL = 400 acres		

ontinued - Examples of Maxir ty/Crop)	num Eligii		
EXAMPLE 3 - Added Land (soybean history-300 A for FSN 1 and 2.)	FSN 1	400 acres crop land 200 acres corn base	
	FSN 2	300 acres crop land 100 acres corn base	
	FSN 3	Added Land: 300 acres crop land	
- · ·	owner of	200 acres corn base added land planted 300 acres of	
soybeans and 0 acres of	f corn.		
Totals, including new land 1,000 acres of cropland 500 acre corn base	Maximum PP for contactCorn= 500 acresSoybeans= 600 acres*Total= 1,100 acres		
*The total exceeds the cropland acres, so the maximum eligible acres for corn and soybeans for this crop year will have to be based on the insured's intent, limited by the policy limitations and cropland acres. For example, the insured intends to plant 500 acres of corn and 500 acres of soybeans which would be within the maximum eligible prevented planting acres.			
intent, limited by the policy the insured intends to plant	limitations 500 acres	s and cropland acres. For example, s of corn and 500 acres of soybeans	
intent, limited by the policy the insured intends to plant which would be within the r	limitations 500 acres naximum	s and cropland acres. For example, s of corn and 500 acres of soybeans	
intent, limited by the policy the insured intends to plant which would be within the r	limitations 500 acres naximum sferred ou	s and cropland acres. For example, s of corn and 500 acres of soybeans eligible prevented planting acres. t of CRP after Sales Closing Date	
intent, limited by the policy the insured intends to plant which would be within the r EXAMPLE 4: - Acreage trans	limitations 500 acres naximum sferred ou	s and cropland acres. For example, s of corn and 500 acres of soybeans eligible prevented planting acres. t of CRP after Sales Closing Date	
intent, limited by the policy the insured intends to plant which would be within the r EXAMPLE 4: - Acreage trans Reasonable expectation that Prev. CRP Ground	limitations 500 acres naximum sferred ou	s and cropland acres. For example, s of corn and 500 acres of soybeans eligible prevented planting acres. t of CRP after Sales Closing Date could be planted. 400 acres crop land 200 acre corn base 150 acre wheat base	
intent, limited by the policy the insured intends to plant which would be within the r EXAMPLE 4: - Acreage trans Reasonable expectation that Prev. CRP Ground 200 acres Soybean History	limitations 500 acres naximum sferred ou sferred ou the crop FSN 1	s and cropland acres. For example, s of corn and 500 acres of soybeans eligible prevented planting acres. <b>It of CRP after Sales Closing Date</b> could be planted. 400 acres crop land 200 acre corn base 150 acre wheat base 300 acres crop land 100 acre corn base	

D Determining Total Eligible Prevented Planting Acres

Determine the total eligible prevented planting acres for the contract (county/crop) as follows:

- (1) Determine the maximum number of eligible acres for the contract.
- (2) Determine the number of tillable\* cropland acres for each FSN in which the insured has a share. Total all cropland acres.
- \*NOTE: Prevented Planting acres cannot exceed the number of tillable cropland acres by contract or for each unit. Tillable does not exclude a no-till farming practice. It means that the land can be tilled or it means the same as available for planting as indicated in the "NOTE" in PAR.184 E (1).
- (3) Determine the number of acres actually planted by the final planting date and in the late-planting period using the procedures in PAR. 90 for acceptable "determined acres."
- (4) Subtract the number of actual "determined" planted acres from the total eligible prevented planting acres for the contract.
- (5) The result in item (4) is the total eligible prevented planting acres for the contract, provided they do not exceed the tillable cropland acres.
- E Determining the Number of Acres Eligible for Each Unit.
  - (1) The maximum eligible prevented planting acreage for a UNIT is the acres that the insured "intended" to plant on the unit, as reported by the final acreage reporting date, (up to the total acreage allowed for the contract not to exceed the tillable cropland acres for the unit. If the maximum PP acres for the crop/contract is reported on one unit, no other unit for the crop can have eligible prevented planting acres.
  - (2) Determine that the total reported prevented planting acres on all units does not exceed the maximum for the contract.
  - (3) Determine the actual eligible prevented planted acres and the actual planted acres in the unit. If the actual "determined acres" of prevented planting acres are less than what the insured reported for the unit, see revised acreage report examples in PAR. 186 H.

### F <u>Examples</u>:

(1)

UNIT 0100	UNIT 0200
Tenant's Farm (Smith) 100 % share 600 acres 200 acres corn base	Landlord's Farm (Jones) 60/40 Share with Smith 100 acres Corn base
Tenant can report 300 corn PP acres on Unit 0100. (200 acres at 100% share and 100 acres at 100% share.	Landlord can report 100 corn PP acres on Unit 0200 at 40 percent share. (Landlord's PP crop must be the same crop reported by tenant.)
	NOTE: Tenant cannot claim PP for Unit 0200 as tenant's 100 eligible PP acres from unit 0200 was used as PP for unit 0100.

(2)

FSN # 1 (0101)	FSN # 2 (0102)
100 corn acres planted timely	100 corn acres planted timely
50 soybean acres timely planted	50 soybean acres timely planted
50 soybean acres timely planted	50 soybean acres timely planted
100 corn acres planted timely	100 acres timely planted soybean substituted 11 days after corn FPD
FSN # 3 (0103)	FSN # 4 (0104)

4 FSN's with 150 cropland acres each = 600 cropland acres 100 acre corn base on each FSN= 400 corn base total. 300 acres soybean history

Insured Reports - 300 acres corn planted

100 acres corn PP (planted to soybean as substitute crop) 300 acres soybeans planted (100 acres of the soybean acreage was substitute acreage and declared PP corn)

It was verified and determined that the PP acreage was tillable and was prevented from planting. All PP acreage reported is eligible. With a substitute crop, it is permissible for the total planted/prevented acreage to exceed the cropland acres. (3)

		FSN #1 (010 <sup>-</sup>	1)	FSN # 2 (0 <sup>-</sup>	102)
	100 corn acres timely planted		50 corn acres time	ly planted	
				*Substituted 50 ac soybeans (timely pl 10 days after corn	lanted) for corn
		uted 50 acres o planted) for co rn FPD	3	100 corn acres afte Period	er Late Planting
	150 soybean acres timely planted			100 soybean acres	timely planted
2 FSN's (each FSN represent an optional unit) 300 cropland acres in each FSN = $600$ total cropland acres 200 acre corn base on each FSN = $400$ total corn acre base					
Insured reports: 250 acres corn planted ( <u>350</u> acres soybeans plan 600 acres Total				ed (50 acres to sub days after co	e crop 10 e crop 10 b crop 10 crop 10
Un	its:				
01	01	Corn	100 acres full g 50 acres PP 259		
01	01	Soybeans	ybeans <u>200 acres full guarantee</u> 350 acres total eligible PP & timely planted acres		
01	0102 Corn 50 acres full guarantee 100 acres PP 50% guarantee				
		<u>Soybeans</u>	Ŭ	a <u>rantee</u> (50 acres a ble PP & timely pla bean contracts.	• •

\*Ineligible for prevented planting corn because substitute crop planted 10 days instead of 11 days or more after the corn FPD - must be at least 11 days after.)

Total timely and eligible PP for both the corn and soybean contracts: 350 + 300 = 650 acres. All PP acres verified to be on tillable/plantable acreage and was prevented from planting.

(4) FSN 100: Smith owns and operates (100 percent share). 100 corn base acres, 300 cropland acres.

FSN 200: Smith (tenant with 50 percent share) and Jones (landlord with 50 percent share). 100 corn base acres, 100 cropland acres.

FSN 300: Smith (tenant with 50 percent share) and Brown (landlord with 50 percent share). 100 corn base acres, 100 cropland acres.

• Smith's maximum eligible corn prevented planting acreage would be limited to 300 base acres.

Smith could claim all 300 corn acres as prevented planting on FSN 100 and by doing so would not be entitled to any prevented planting corn acres on either FSN 200 or 300.

- Landlord Jones could claim 100 corn acres prevented planting on FSN 200 at 50 percent share if planting was actually prevented due to insured causes.
- Landlord Brown could claim 100 corn acres prevented planting on FSN 300 at 50 percent share if planting was prevented due to an insured cause.

Note: Although individual acreage report line entries will not match for the tenant and landlords in the above example, the intended acreage information for FSN 200 and 300 should be listed on Smith's acreage report in the remarks section or on a Statement of Facts. Jones or Brown cannot declare prevented planting solely on the basis of Smith's prevented planting acreage ineligibility on FSN 200 or 300.

#### 193 FSA-424

Following is a copy of an FSA-424 showing three ways that a producer may certify his prevented planting acreage with FSA. The example explains what the FSA codes mean and if the acreage can be considered for prevented planting. Claims involving prevented planting should not be completed until a substitute crop is planted if that is the intention. If the intention is to leave the crop acreage idle or plant it to a cover crop, the insurance provider should not complete the claim until they are sure that the insured **will not** harvest the cover crop or plant a crop, thus making the coverage ineligible or changing the coverage guarantee.

Form FSA-424*** 1997 ***		
	CROP INSURANCE TRACT DATA	
Requester:	Producer:	
		\
Multicounty Producer? Y.		

The 6-CP Eligibility Indicator for 1997 is: Y.

The 6-CP Eligibility Indicator for the prior year (1996) is: Y.

Farm No. XXXX				Requ Other			ucer is: ime is:						
Trac No. 3736 3747	, 5	Farm land 225. 155.	0	Crop- land 209.3 133.2		Photo	/grid a	and Lega	Il Descrip	otion			
	TRACT NUM		CROP YEAR	CROP DESC	VAR/ TYPE	IRR PRC	INT USE	LAND USE	PLNT PRAC	CROP STATUS	REPORTED ACRE	DETER. ACRE	SHARE PCT
	3747 3747 3747 3747 3747 3736 3736 3736	1 2 3 4A 4B 1A <b>1B</b> 1C	95 95 95 95 95 95 95	WHEAT MILET WHEAT HAYMX MILET CORN CORN	HRS OTH OTH HRS OTH OTH		GR GR GR HY GR GR			I I I I IP IP	13.40 9.50 9.70 73.60 27.00 17.50 115.00 31.80	.00 .00 .00 .00 .00 .00 .00	.3500 .3500 .3500 .3500 .3500 .3500 .3500 .3500
а	3736 3736	1C 1D	95 95	SNFLR C CORN	DIL		SD GR			A IP	31.80 45.00	.00. .00	.3500 .3500

- Disregard entries of "0.0" in the determined acreage column.

- Fields with "P" in the Land Use column are used for conserving use for payment and cannot be harvested.

#### SITUATION 1

FIELD NUMBER 1B verified prevented planting by CROP STATUS right-hand indicator P. No other reference to FIELD NUMBER 1B (Tract 3736) verifies that another crop was not planted. QUALIFIES FOR PREVENTED PLANTING FOR CROP INSURANCE.

#### SITUATION 2 & 2a

FIELD NUMBER 1C verified prevented planting by CROP STATUS right-hand indicator P.

a Reference to FIELD NUMBER 1C shows SNFLR OIL planted on the same acreage by the CROP STATUS indicator A (after prevented planting). QUALIFIES FOR PP FOR CROP INSURANCE FOR LIMITED or ADDITIONAL COVERAGE IF the provision for planting to a substitute crop has not been excluded . DOES NOT QUALIFY FOR PP ACRES UNDER CAT.

#### SITUATION 3

FIELD NUMBER 1D verified prevented planting by CROP STATUS right-hand indicator P. DOES NOT QUALIFY FOR PREVENTED PLANTING FOR CROP INSURANCE.

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## DEFINITIONS

Acreage Report (A/R) or Raisin Tonnage Report	An insurance document submitted annually by the policyholder used to establish the premium, and amount of coverage for the crop(s) insured by reporting the number of acres planted (tonnage for raisins), share, location, practice, type, planting date, and any other information required for the crop.
Actual Production History (APH)	An individual crop insurance yield program in which the producer furnishes or certifies acreage and production records to qualify for a production guarantee calculated from a base period. A transitional or FCIC determined yield is used if production records are not available.
Actuarial	The statistical computation of probable risks and rates according to recorded facts. Includes all related documents.
Actuarial Document Book (ADB)	The annually published document which contains all the information needed to identify the premium rates, price elections, levels of coverage, production guarantees, amount of insurance, special provisions, and insurance program dates for a state, county, and crop program. (See County Actuarial Table.)
Actual Yield	The yield for a crop year based on the producer's records of planted acreage and total production (harvested and appraised) for a crop. Total crop production divided by the number of planted acres for the crop is the actual yield for the crop year.
Additional Coverage	A plan of crop insurance coverage providing a level of coverage greater than 65% of the applicant's/insured's approved yield indemnified at 100% of the expected market price, or an equivalent coverage.
Adjuster	A person under contract with or employed with the insurance provider and who is authorized to perform loss adjustment and related activities. Also known as Loss Adjustment Contractor, Loss Adjuster, or Claims Adjuster.
Administrative Fee	A fee the policyholder must pay on a per crop and county basis for catastrophic and limited coverage annually. Also, an administrative fee charged for each crop under "Additional Coverage."
Agent	A person who is authorized by a reinsured company provider to solicit, and service crop insurance contracts for a set commission fee, and who meets the licensing requirements set by individual states and/or requirements set by FCIC for such activities. (Also known as a Service Office Representative.)

Agreement in Writing	An agreement between two or more parties that is applicable to all coverages. For example, an agreement in writing approved by the insurance provider to increase the eligible amount of prevented planting acres. Written agreements are different from agreements in writing. See Written Agreement definition.
Application	The form used to apply for multiple crop insurance coverage in a specific state and county which identifies the applicant, entity of applicant; crop, type, coverage level, and price election selected by the applicant.
Appraised Production	Production from unharvested acreage determined by the insurance provider that reflects potential production for the crop at the time of appraisal. (Appraised production can also be production <b>assessed</b> (harvested or unharvested acreage) for uninsured causes, destroying or putting acreage to another use without consent, abandoned acreage, or the insureds failure to provide records of production that are acceptable.)
Appraisal Worksheet	A form used by an adjuster to enter appraisal information such as plant counts, tillers, sample weights, etc., to compute appraisals on unharvested or damaged crop acreage.
Approved APH Yield	The yield approved by the authorized verifier (which is taken from the APH form, or the transitional or determined yield table) that is used to determine the production guarantee. (Coverage level percent selected X approved APH yield = production guarantee.)
* * *	
Area Yield Plan	See GRP.
Assignment of Indemnity	A form signed by the insured which transfers any named crop indemnity payment to a lender or lending agency. (Commonly referred to as "collateral assignment.")
Assuming Agent	A reinsured company agent or FSA office who assumes the contracts that were previously serviced by another reinsured company agent or FSA office.
Assuming Company	The reinsured company or FSA office that assumes the contracts that were previously serviced by a reinsured company or FSA office.
Authorized Representative	A party that is authorized by the applicant/insured to represent and sign crop insurance documents for the applicant/insured.
Basic Provisions	The multiple peril crop insurance policy which provides basic policy provisions common to all crops. Crop provisions that are specific to the crop are found in the crop provisions or crop endorsements.

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Beneficiary	The entity determined by the insurance provider to payments, in the event of the death of the original	•
Cancellation Date	The last date that an insured or insurance provider coverage for the next crop year for a crop in a spe specified in the Actuarial Document Book and crop crop provisions.	ecific county or area as
Carryover Insured	An entity who was insured the previous crop year carrier or agent and is determined by crop policy (	•
CAT	Acronym for Catastrophic Risk Protection. It is the Federal crop insurance coverage a producer can ob- coverage satisfies the producer's requirement to p in order to qualify for other USDA program benefit through 1998 crop years, coverage will be general percent of the producer's approved yield and 60 p market price (as set by FCIC), or an equivalent cov- the Special Provisions.	otain. This minimum urchase crop insurance s. For the 1995 Ily equivalent to 50 ercent of the expected
Ceding Agent	A reinsured company agent or FSA office who contract (that the agent or FSA office previous reinsured company agent or FSA office.	
Ceding Company	The reinsured company or FSA office that cedes o (that the company or FSA office previously service or FSA office).	
Certification Form	This form is devised to waive a farm visit and obta certification that he/she has either replanted or pu- when the insurance provider has released such act other use. It is also used to notify the insurance p production that (with quality adjustment applied) h been destroyed.	t acreage to other use reage for replanting or provider when harvested
Claim Form	An insurance document used to which record apprassessed production, unharvested and harvested p guarantees, and acres by practice and type from v be computed.	production to count,
	FSA claim forms are the FCI-74, FCI-74 T-P-C, and companies commonly use a form called a "Product some use an adjunct document, often called a "Product document, often called a	tion Worksheet") and
Claim for Indemnity	See Claim Form.	
Claims Adjuster	See Adjuster.	

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Circumference	The distance around the outer boundary of a circul grain bin.	ar structure, such as a
Classified Land (Insurable Land)	Land on which both a coverage and rate have beer in the Actuarial Table, making crops shown on the on the land eligible for insurance.	
Collateral Assignment	See Assignment of Indemnity.	
Commingled Production	Harvested production that is combined with production another crop year, unit, or uninsured production while identified separately.	
Conical Pile	A quantity of crop whose base is a circle and whos to a point.	se sides taper evenly up
Companion Contracts	Multiple peril crop insurance contracts of individual same crop/crop units for the crop year.	Is having a share in the
Company	As used in the context of this handbook, Company companies.	refers to reinsured
Continuous Coverage	Insurance coverage not canceled or terminated for of coverage to a different insurance provider is still	
Continuous Production Report	Production reports submitted by a producer for eac consecutive APH crop year (within the base period most recent APH crop year in the base period.	
Contract	See Insurance Contract.	
Contract Changes	The form used to make changes to or cancel an ex crop insurance contract.	isting
Contract File	See Service Office File.	
Contract Number	A number assigned by the insurance provider to specific contracts. Also known as policy number	•
Contract Provisions	All the provisions that make up the contract. See in	nsurance contract.
Controlled Substance Violation	In accordance with the Food Security Act of 1985 who is convicted under Federal or State law of plat cultivating, growing, producing, harvesting or stori substance in any crop year, will be ineligible for US crop insurance for 5 years from the date of convict	nting, ng a controlled SDA benefits, including

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Corrected Claim	A claim form used to revise or correct indemnity previously processed claim.	y information on a
County (Parish in Louisiana)	The county shown on the application and any a located in a local producing area bordering on the actuarial table.	
County Actuarial Table	The county actuarial documents, maps or lists r to the classification of insurable and uninsurable related material approved by FCIC (on file and c in the service office) which show the premium applicable crops, per-acre (per-ton for raisins) of insurance.	e acreage, forms, and open for public inspection rates, yield spans, and for
County Crop Program	The offering of insurance coverage by FCIC on county or parish as approved by FCIC's Board c	
Coverage (Guarantee)	The amount of insurance protection.	
Crop Endorsement	An adjunct to the General Crop Insurance Policy specific provisions.	y that contains crop-
Crop Handbooks	The FCIC-approved crop-specific procedures wh perform loss adjustment. They contain appraisa completions instructions, and any other loss adj specific to the crop.	al methods, forms
Crop Loss Adjustment Standards (CLAS)	The required crop-specific instructions and mether that must be utilized during loss adjustment. The must comply with these standards when perfor	he company
Crop of Economic Significance	A crop that has either contributed in the previou is expected to contribute in the current crop yea the total expected value of the producer's share producer has an insurable share that are grown the total expected liability under the CAT endor than the administrative fee required for the crop considered a crop of economic significance.	ar, 10 percent or more of e of all crops in which the in the county. However, if sement is equal to or less
Crop Provisions	An adjunct to the Common Crop Insurance Polic contains crop-specific provisions (appraisal of p count, indemnity calculations, definitions, etc.)	•

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Crop Year	The calendar year in which the insured crop is norn specific crops such as: Citrus, citrus trees, forage macadamia trees, peppers, fresh tomatoes, Califor sugarcane; the period defined in the applicable pol provisions.	seeding, nursery crops, mia sugar beets, and
Damage	Injury, deterioration, or loss of production of the in and/or uninsured causes.	sured crop from insured
Delayed Claim	A claim for indemnity form signed by the insured la required in the applicable policy.	ater than the time
Delayed Notice	A notice of damage or loss filed by the insured after the policy.	er the time required in
Destroyed Without Consent	A determination made by an adjuster that an insur- altered the condition of a crop (without permission appraisal cannot be made.	
Diameter	A straight line measurement passing through the c Normally an inside measurement when measuring storage structure.	
Earliest Planting	See Initial Planting Date.	
Employee	A person who works for FCIC, FSA, or a reinsured wages or salary.	company in return for
Experience Adjustment Factor	See Premium Adjustment.	
Farm Serial Number (FSN)	A number assigned by the FSA County Office to ic a specific tract of land. Also known as FSN.	dentify
Farm Unit	See Unit.	
Farming Organization	One or more individuals who participate in establis history; corporations, partnerships, and family ope under this title.	
FCIC	An acronym for Federal Crop Insurance Corporatio government corporation under the control of the U by the Risk Management Agency.	3
FCIC-approved Forms and Completion Instructions	Forms and corresponding completion instructions a FCIC to be used by the insurance provider to admi FCIC-approved policy provisions, standards, and pu determination of premium, liability, indemnities, eli special endorsements, amendments, exclusion forr determination forms, etc.	nister the rocedures for the gibility for insurance,

APRIL 1997	EXHIBIT 1	FCIC-25010
FCIC-approved Policies	Multiple Peril Crop Insurance (MPCI) policies, (incluend endorsements and amendments) approved by FCIC the insurance provider to sell and service MPCI ins	C for use by
FCIC-approved Procedure	Procedures (includes instructions, requirements, cl etc.) approved by FCIC to be used by the insuranc in administering MPCI.	
Federal Paper	CAT contracts written and serviced by county FSA	A offices.
Final Acreage Reporting Date	The latest date shown in the ADB (plus any additional by late and prevented planting crop provisions) estentiate FCIC to report the acreage planted for insurance Late-Filed Acreage Reports for acreage reports file	ablished by ce purposes. (See
Final Claim	An FCIC-approved claim form insurance document 74 T-P-C, or FCI-63) submitted by the insured after been completed which records the amount of prodiguarantee, and acres by practice and type from whe computed. (NACAT $\rightarrow$ Also, used to record and $\leftarrow$ NACAT).	er a final inspection has luction to count, hich an indemnity will
Final Inspection	An inspection that requires all of the production ar accounted for on a unit prior to processing a claim (NACAT→ or replant payment.←NACAT)	-
Final Planting Date	The latest date (as shown in the Actuarial Docume Book) established by FCIC to plant and expect a ne produced. Crops initially planted after this date ar the planting date is extended by a timely signed La or is extended by the crop provisions.	ormal crop to be e not insurable unless
Food Security Act	A law passed by Congress in 1985 which included discourage the planting of agricultural commodities wetlands or land of predominately highly erodible s	s on converted
FSA	Acronym for Farm Service Agency and consists of Department of Agriculture agencies consolidated in former Agriculture Stabilization and Conservation S Farmer's Home Administration. In some states, th services CAT policies in the local county offices.	nto one, including the Service (ASCS), and
	FSA furnishes yield information to the Risk Manag on such crops as cotton, rice, tobacco, and peanu aerial photos and related acreage information for in request and if available) to reinsured companies or RMA for compliance reviews, research, etc.	ts. It also furnishes nsured crops (upon

FCIC-25010	EXHIBIT 1	APRIL 1997
FSA-423	A computer-generated form entitled "Report of Farm Acreage" created by FSA for use by FCIC and reins used in place of the FSA-476. It contains the produ Farm Serial Number, legal descriptions, Base Acres Yield, by crop; and the insured's HELC/WC complian	sured companies. It is ucer's name, FSA) and FSA Program
FSA-424	A computer-generated form entitled "Crop Insurance by FSA for use by FCIC and reinsured companies. I the FSA-578. It contains the producer's name, FSA legal descriptions, share, names of other persons sh certified acreage, crop, intended use and actual use producer's HELC/WC compliance status.	t is used in place of Farm Serial Number, aring in the crop,
FSA-425	A computer-generated form entitled "Burley Tobacc Information" created by FSA for use by FCIC and re contains the producer's name, FSA Farm Serial Num descriptions, quotas, and tobacco carryover pounds MPCI acreage reports and complete loss adjustment	insured companies. It hber, legal needed to verify
FSA-426	A request form entitled "MPCI/FCIC Information Rec created to receive and fill requests for producer info and reinsured companies. It is used to request FSA aerial maps, and any other forms or information nee policy, loss adjustment purposes, or FCIC compliance	rmation from FCIC -423, -424, -425, ded for servicing the
FSA Program Crops	Wheat, corn, grain sorghum, barley, oats, cotton, E cotton, and rice.	LS
FSA Program Yield	The yield established by FSA county office committ production records, for individual farms by FSA FSN 476, FSA-423, or FSA 156.	
Group Risk Plan (GRP)	A plan of insurance offered for certain crops in spec and states which compares an expected county ave county yield for the insured year. A form of insuran provides protection against loss of crop production rather than individual producers.	erage yield to the nce coverage that
Harvest	To combine, thresh, cut, pick, or otherwise remove crop acreage. See crop policy/endorsement/crop pr harvest definition for the crop.	•

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HELC/WC	Acronym for Highly Erodible Land Conservation and Wetland Conservation provisions of the Food Security Act of 1985 and Food, Agriculture, Conservation, and Trade Act of 1990; commonly known as Sodbuster/Swampbuster provisions. Compliance or non-compliance no longer affects producers' eligibility for crop insurance.
High-Risk Land	Land that has a loss frequency and severity potential that cannot be rated adequately on the standard rate table, such as a flood plain, high sand content soil, high aluminum toxicity soil, high sodium content soil, high alkali soil, peat soil, soil with high or low pH, etc.
Indemnity	The dollar amount paid in the event of an insured loss.
Indemnity Summary	A computer-generated document showing the insured's dollar amount of indemnity payment by crop and unit number.
Initially Planted	The first occurrence of planting the insured crop on insurable acreage for the crop year.
Initial Planting Date	The earliest calendar date that a crop may be planted under the <b>(NACAT→</b> replanting payment provisions. If planted prior to this date, the crop is not eligible for a replanting payment <b>←NACAT)</b> but is still insurable.
Insurable Acreage	Either: (1) the land classified as insurable by FCIC and shown as such on the County Actuarial Map or appropriate land identification list, or (2) the land owned or operated by a person to whom a farm classification is assigned by FCIC or as otherwise provided on the actuarial table.
Insurance Contract	A binding written agreement between the insurance provider and the insured producer specifying the terms and conditions under which each will operate. The insurance contract includes the application for insurance, the General or Common Crop Insurance Policy, crop policy or endorsement or crop provisions, Special Provisions, the published actuarial documents, any applicable option forms, and applicable regulations published at 7 CFR part 401.
Insurance Period	The period during which liability for loss due to insured causes is assumed according to the applicable endorsement or policy.
Insurance Policy	Defines the rights and responsibilities of the insured and FCIC. See Insurance Contract.
Insurance Premium	The dollar amount paid for insurance. (Does not include administrative fees.)

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Insurance Provider	USDA offices or private insurance companies appro insurance coverage to producers participating in the insurance program.	•
Insurance Provider Inspection	An inspection initiated by the insurance provider. T inspections may be initiated where misrepresentation where routine spot checks are being performed.	
Insured Cause of Loss	An unavoidable cause of loss defined in the policy for which an indemnity can be paid.	or endorsement
Interplanted	Acreage on which two or more crops are planted in not permit separate agronomic maintenance or harv crops.	
Irrigated Practice	A method of producing a crop by which water is ar the growing season by appropriate systems, and at with the intention of providing the quantity of wate at least the yield used to establish the production g irrigated acreage planted to the insured crop.	appropriate times, er needed to produce
Kansas City (RMA) Office	The national office responsible for the acceptance a processing of electronically transmitted data for the insurance program, for issuing actuarial documents underwriting and loss adjustment standards/proced approving reinsured company policies, forms and co and procedures.	e Federal crop , for issuing approved ures, and for
Late-Filed Acreage Report	Any original acreage report obtained from the polic the final acreage reporting date established by the Book.	
Late-Filed Application	Any original application for insurance signed by the the sales closing date established by the Actuarial	•
Late-Filed Claim	See Delayed Notice.	
Late Planted	Acreage planted after the final planting date or as p provisions, during the late planting period.	provided in some crop
Late Planting Agreement	For some crops, this document is required in order insurance coverage on late-planted acreage. When this agreement extends coverage to crop(s) not init final planting date by an additional twenty days in a reduction in the production guarantee for each five delayed.	properly executed, ially planted by the exchange for a

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Late Planting Coverage	An automatic coverage provided in some crop pro for crops that are initially planted up to 25 days a date in the Actuarial. The production guarantee is percent for every day planting is delayed within th	fter the final planting s reduced by a set
Late Planting Period	For crop provisions providing automatic late-planti coverage, this is the period that begins the day af date for the insured crop and ends twenty-five day planting date. (Not applicable for fall-planted whe	ter the final planting ys after the final
Legal Description	A specified section, township, and range (or parts by a land survey.	thereof) as identified
Legal Entity or Person	An individual, partnership, association, corporation estate, trust, or other business enterprise or legal applicable, a state, a political subdivision of a stat thereof.	entity, and wherever
Level Election	The percentage of coverage selected by the insure by FCIC which is used to determine the production and dollar amount of insurance.	
Liability	Based on the insured's acreage reported, guarante share, the maximum dollar amount the insurance event of a complete loss on an insurable crop unit	provider assumes in the
Limited Coverage	A plan of insurance offering coverage that is equa percent of the producer's approved yield indemnif the expected market price but less than 65 percer approved yield indemnified at 100 percent of the or a comparable coverage as established by FCIC.	ied at 100 percent of nt of the producer's
Loss Adjuster Certification Training (LACT)	A training and certification program for FSA of loss adjusters under contract with the FSA. A ser on-the-job training, and work reviews are used to adjusters. Failure of tests or work reviews will pro- performing loss adjustment or contract service wo	ies of tests, identify qualified event an adjuster from
Loss Adjustment Contractor (LAC)	A person under a personal contract with the insur- who is authorized to perform loss adjustment and activities and is reimbursed for services rendered.	
Loss Ratio	The ratio of paid indemnities to net premium expre (i.e., 1.10, etc.).	essed as a percentage

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Market Price Election	The price election offered by FCIC that represents expected market prices on specific crops. It is cont the Chicago Board of Trade average market price (see Price Election).	mputed annually from
Multiple Peril Crop Insurance (MPCI)	Crop insurance policies which generally cover mor of loss and which are sold and serviced by FSA ar	
NAP	An acronym for Non-Insured Assistance Program. commercial crops or other agricultural commoditie which CAT Coverage is not available and that is p fiber. NAP provides coverage similar to what CA the crop were insurable under multiple peril crop in	es (except livestock) for roduced for food or T coverage would be if
National Resources Conservation Services (NRCS)	Formerly the Soil Conservation Service. See SCS.	
NCS	An acronym for Non-Standard Classification Syste system, applicable to most crops, for assigning ins coverages on an individual basis for producers wit ratios and loss frequencies. Insurance offers are r and premium rate adjustments to reflect the prove each insurance contract.	surance rates and h abnormally high loss nodified by coverage
New Crop Program	The offering of insurance or reinsurance coverage FCIC on a crop which has not previously been ent reinsurance coverage.	
Next Level Supervision	A person authorized by the insurance provider to s employees, agents, contractors, or other functions insurance provider.	•
Not Rated Land	Land which is not rated on the actuarial map or ac a (NACAT→ Written Agreement (FCI-2) ←NACAT) unclassified or uninsurable).	• • •
Notice of Acceptance	See Policy Confirmation.	
Notice of Damage or Loss	A responsibility of the insured, as stated in the cropolicy or endorsement, to promptly notify his/her strepresentative (agent) of any probable crop damaged	service office
Nurse Crop	Sometimes called companion crop. It is a crop pla acreage as another crop, that is intended to be ha which is planted to improve growing conditions fo is grown.	rvested separately, and

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Official File	Hard copy of all original documents for each insur insurance provider in their headquarters or as othe agreement.	-
On-The-Job Training (OJT)	A training program using actual work activities w approved instructor to provide hands-on experience to loss adjustment training. Usually handled in a environment.	ce on activities relating
Operation Review	A type of compliance review carried out by RMA' Compliance to determine and document whether FSA office is operating within the requirements of and procedures. Reviews may include but are no acreage reports, APH, premium, data transmission training, etc.	a reinsured company or f the approved policies t limited to: sales,
Operator or Tenant	A person who produces the crop, exercises the managerial functions concerned with producing a (controls when to plow, cultivate, water, fertilize, sell), makes credit arrangements to produce the c farming equipment or makes arrangements to obt custom work.	, spray, harvest, and rop, and owns the
Original Acreage Report, or Raisin Tonnage Report,	The initial report filed for a crop year, by crop, us to determine the liability, amount of coverage, an premium. (See Acreage Report).	
Other Use	Using insured acreage in a manner that is differen intended use as provided in the insurance provision	
Person	An individual, partnership, association, corporatio legal entity, and wherever applicable, a state or a agency of a state.	
Policy	See Insurance Contract.	
Policyholder	The individual or entity listed on the application a accepted and issued coverage by the insurance p	
Policyholder File	See Service Office File.	
Policy Number	See Contract Number.	

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Posted County Price	The price established by the Commodity Credit Corporation for the crop, by county. It is used in the calculation of a quality adjustment factor for any of the small grain crops or coarse grain crops when, due to an insured cause, the grain suffers one of the stated quality damages listed in the Special Provisions for which there is not an established discount factor.
Power of Attorney	A document signed by the insured naming another party to act on behalf of the insured. For crop insurance purposes, this document may be specific to only certain transactions or all transactions involved with the crop insurance contract.
Practical to Replant	Unless provided otherwise in the policy/special provisions the following definition applies: The insurance provider's determination after loss or damage to the insured crop, based on factors including, but not limited to moisture availability, condition of the field, and time to crop maturity, that replanting to the insured crop will allow the crop to attain maturity prior to the calendar date for the end of the insurance period. It will not be considered practical to replant after the end of the late planting period (or the final planting date if a late planting period is not applicable) except that it may be determined practical to replant after the end of the late planting period or the final planting date if replanting is generally occurring in the area.
Practice	A special farming procedure or method, such as irrigation, summer fallow, continuous crop, etc., shown on the County Actuarial Table for which a separate premium rate and/or yield has been established.
Preliminary Inspection	A farm visit by an adjuster in which an appraisal is usually made on a part of an insured crop unit, and in some instances, written permission is given to make other use of or destroy the affected crop.
Preliminary Yield	The nonbinding APH yield calculated and quoted by the agent prior to its being approved.
Premium Adjustment	A premium cost adjustment applicable to some policies, based on continuous favorable insurance experience or unfavorable insurance experience for the crop (also referred to as Experience Adjustment Factor).
Premium Adjustment Factor	A factor used to reduce the replant payment if the information reported by the insured results in a lower premium than the actual premium determined to be due based on the acreage, share, practice or type determined actually to have existed. Acreage report premium divided by the premium calculated from the claim information equals the premium adjustment factor.

Premium Discount	(NACAT→ A reduction in the base premium rate for unit consolidation		
	The discount as defined in the actuarial data for optional/guideline unit		
	consolidation, which is identified by the second two characters of the		
	unit number. If the second two characters are "00", the premium		
	discount is applicable. If the characters are greater than "00" and		
	acreage is not planted on more than one optional/guideline unit for the		
	same basic/policy unit (designated by the first two characters), then a		
	premium discount is applicable.		

- Premium Subsidy The portion of the base premium paid by FCIC for the level elected as authorized by law.
- Prevented Planting Inability to plant the insured crop with proper equipment by the later of: (1) The final planting date designated in the Special Provisions for the insured crop in the county; or (2) the end of the late planting period. The producer must have been unable to plant the insured crop due to an insured cause of loss that prevented most producers in the surrounding area from planting due to similar insurable causes.
- Previous Crop Year The crop year immediately preceding the current crop year.
- Price Election The dollar value selected by the insured from those offered by FCIC which is used to establish the dollar amount of insurance coverage and premium due under a crop contract.
- Prior Crop Year Two or more crop years preceding the current crop year.
- Prior APH Yield The approved APH yield from the previous year's APH form.
- Private Paper Insurance policies or contracts issued by private insurance companies reinsured by FCIC through private insurance agents to insureds.
- Producer Premium The insurance premium that a policyholder must pay after the subsidy is deducted.
- Production NotHarvested production of the same crop which is subtracted from<br/>the unit's production before the indemnity is computed.
- Production Report Written record showing the insured crop's planted acreage (including acres prevented from planting) and annual production. It is used to determine the insured's actual yields for insurance purposes.

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Production Reporting Date	The last date production reports will be accepted for inclusion in the base period to be used to calculate yield for the current crop year, and is the earlier of date or 45 days after the earliest sales closing date year.	an approved APH the acreage reporting
Production to Count	Harvested and/or appraised quantities of a crop pro (including appraised production from uninsured cau unit which are subtracted from the unit's productio computing an indemnity.	ses of loss) from a
Quality Assurance	An established review process maintained by the in inspect and document the performance of its opera Loss Adjustment Contractors. (This review process quality control.)	itions, employees, and
Quality Adjustment Factor	A factor used to reduce production to count when allows for reduction of production to count and the or lower than the specified quality stated in the pol	e production grades at
Raisin Tonnage Report	See Acreage Report.	
Range	One of the six-section north/south rows of a towns east or west of the principal meridian.	ship identified as being
Recognized Good Farming Practices	The cultural practices generally in use in the county for the insured crop to make normal progress towar produce at least the yield used to determine the pro- and are those recognized by the Cooperative Exten compatible with agronomic and weather conditions	rd maturity and oduction guarantee sion Service as
Regional Service Office (RSO)	Regional Service Office(s) of the Risk Management For the assigned states the RSO services, the RSO rederterminations of actuarial and underwriting dec deliverers of crop insurance or within the agency, a determines adequate and reasonable risk areas, and risk assessment and crop programs, (3) provides cu assistance, problem identification and resolution, of agency officials; and (4) communicates important is changes of the FCIC to all crop insurance delivers, other interested parties.	: (1) performs isions made by as needed; (2) d evaluating general ustomer service, r referral to higher ssues, policies, and
Regionally Constructed Price	A price established by the Commodity Credit Corpor for sunflower seed, by county. It is used in the cal adjustment factor when due to an insured cause, the suffers one of the stated quality damages listed in for which there is not an established discount factor	culation of a quality he sunflower seed the Special Provisions

Reinsured Company	Private insurance companies selling and adjusting multiple peril crop insurance reinsured by FCIC.	
Relative	A person connected with another by blood or marriage.	
Releasing Agent	See ceding agent.	
Replant Claim	(NACAT→ An insurance document submitted by the insured after an inspection which records the number of acres replanted, not replanted, and the cost of replanting any damaged acres from which a replant indemnity will be computed. ←NACAT)	
Replanting	Performing the cultural practices necessary to replace the seed of the same insured crop, and replacing the seed for the same crop in the insured acreage with the expectation of growing a successful crop.	
Replant Payment	(NACAT→ The payment received when acreage qualifies for a replanting payment in accordance with the policy/endorsement/crop provisions. ←NACAT)	
Reported Damage or Loss	A responsibility of the insured to promptly notify the Service Office Representative (agent) of any probable crop damage or loss.	
Representative	Any person authorized by the insurance provider to work in the field or in an office to carry out in whole or in part the Federal crop insurance marketing, contract servicing, or loss adjustment functions for new applicants or present policyholders. See Agent and Service Office Representative.	
Representative Sample Areas	Representative areas within a field selected by the insurance provider that reflect average production for the field or subfield that the insured has agreed to leave for appraisal purposes when acreage is released prior to the time satisfactory appraisals can be made, or to harvest or appraise when the insured disagrees with the appraisal. Sample Area size requirements are contained in this handbook.	
Representative Strips	Strips of the unharvested crop that the insured is required, in accordance with policy provisions, to leave if damage is initially discovered within 15 days of or during harvest.	
Revised Acreage Report or Raisin Tonnage Report	Completed when changes and/or corrections are made to the original acreage or tonnage report. Revised acreage reports prepared after the acreage reporting date, must be approved by the insurance provider before they are processed.	
RMA	An acronym for Risk Management Agency. RMA administers the Federal Crop Insurance Program.	

FCIC-25010	EXHIBIT 1	<b>APRIL 1997</b>
Sales Closing Date	The last date for the crop year that a produce on a crop in a specific county or area unless	
Schedule of Insurance	The same as a Summary of Protection; see	Summary of Protection.
Section	For the purpose of the unit structure, a sect measure under the rectangular survey syste usually one mile square and containing appr areas (e.g., Louisiana, New Mexico, and Tex under a rectangular survey system are empl measure are legally recorded and consist of be considered as a "section."	em describing a tract of land roximately 640 acres. In some xas), other units of measure loyed. If these units of
Service Office	Agent's office or FSA office where the insu file is maintained, and which has at least on representative affiliated with the office. It i insured can receive crop insurance informat	ne certified and/or licensed is also the place where the
Service Office File	The file maintained for each insured service file contains copies of original documents su worksheets, claims, etc. (Also known as in policyholder file.)	uch as application, appraisal
Service Office Representative	A person certified or licensed and who is au marketing and contract service functions fo policyholders. Refers to FSA representative company agents. See agent.	r new applicants or current
Sketch Map	A diagram showing where fields or producti	ion are located.
Special Report	See Statement of Facts.	
Standard Reinsurance Agreement	The agreement between a reinsured compar which the insurer cedes to FCIC certain liab from the insurer's sales of insurance policies premium monies and administrative expense	ilities arising s in return for a portion of
Statement of Facts	A form used to record facts; e.g., used as a or acreage reports when there is not enough record required documentation and for addit regarding controversial claims, unusual case following good farming practices, etc. Also	h room in the narrative to tional documentation es, uninsured causes, not

APRIL 1997	EXHIBIT 1	FCIC-25010
SSN or EIN	The social security number or Employer Identific insurance application forms to track an insured e Insurance coverage cannot be offered if the SSN by the prospective insured.	entity's insurance history.
State Premium Subsidy	The portion of the premium paid by the state, w	hen applicable.
Sub-field	A part of a field where damage is so variable wi divisions of the field are necessary in order to m	
Substantial Beneficial Interest	A legal share or interest amounting to ten perce by an individual in any crop insurance policy insu by FCIC.	
Successor-In- Interest Entity	A successor entity who is entitled to receive all the experience earned by the previous entity, as insurance provider.	
Summary of Protection	Hard copy notification to the insured of premiun guarantee amounts by unit resulting from procest tonnage report data.	
Timely Planted	Planted on or before the final planting date design Provisions for the insured crop in the county.	gnated in the Special
Termination for Indebtedness Date	The date specified in the crop policy or end which the insurance contract is subject to termi of the insured to pay the premium and/or admin this date.	nation because of failure
Township	A tract of land approximately 6 miles square con sections each 1 mile square.	ntaining approximately 36
Transfer of Indemnity	A form signed by the insured which transfers th to an indemnity payment to another party when interest has been transferred on part or all of a u	land ownership or
Transfer of Coverage	See Transfer of Indemnity.	
Transfer of Contract/Policy	Transfer of a contract or policy to another reinsu	ured company.
Transferee	One who receives an insured right to an indemn	ity from another party.
Transferor	An insured who transfers an insured right to an party.	indemnity to another

FCIC-25010	EXHIBIT 1	<b>APRIL 1997</b>
Unit	An identifiable, insurable segment of land on w grown and separate production records have b guidelines defined in the policy, endorsement, documents.	een kept, and meets other
USDA	An acronym for United States Department of A	Agriculture.
Varying Share	A landlord-tenant agreement which allows for the same unit.	different crop shares within
Verifier	Individual or organization authorized by FCIC to data furnished by the insured to the insurance calculate and determine the approved APH yiel	provider in order to
Verify	To confirm data by an on-site inspection or by insured must furnish to the insurance provider.	•
Written Agreement	A written agreement between the insurance pr provides certain modifications of the insurance	

FCIC-CROP AND PLAN CODES					
NAME CROP CODE INSURANCE PLAN CODE <sup>1</sup>					
ALMONDS	0028	90	All States		
AVOCADOS (Pilot Program)	0019	46	Ventura county, CA.		
APPLES	0054	86	All States		
BARLEY	0091	90	All States		
BEANS, CANNING	0046	86	All States		
BEANS, DRY	0047	86 90	ID, OR, UT, WA All other States		
BLUEBERRIES (Pilot Program)	0012	86	Selected States/Counties		
CANOLA (Pilot Program)	0015	90	Selected States/Counties		
CITRUS (Arizona, California Grapefruit Lemons Minneola Tangelos Navel Oranges Sweet Oranges Valencia Oranges Orlando Tangelos Kinnow Mandarins	0201 0202 0206 0215 0216 0217 0237 0239	86	AZ, CA		
CITRUS (Texas) Early & Midseason Oranges Late Oranges All Other Grapefruit Ruby Red Grapefruit Rio Red Grapefruit	0224 0225 0226 0228 0238	86	TX		
CITRUS (Florida)	0026	50	FL (1997 Crop Year)		
CITRUS TREES	0025	50	TX (1997 Crop Year)		
CORN	0041	90	All States		
COTTON	0021	90	All States		
COTTON, ELS	0022	90	All States		
CRANBERRIES	0058	90	All States		

<sup>1</sup> "All states and "all other states/counties" listed under this column denotes that this is the insurance plan code for all states/counties in which the crop is insurable under the crop insurance program.

FCIC-CROP AND PLAN CODES						
NAME CROP CODE INSURANCE PLAN CODE <sup>1</sup>						
FIGS	0060	86	CA			
FLAX	0031	90	All States			
FLORIDA FRUIT TREE (Pilot Program) Orange Trees Grapefruit Trees Lemon Trees Lime Trees All Other Citrus Trees Avocado Trees Carambola Trees Mango Trees	0207 0208 0209 0210 0211 0212 0213 0214	40	Florida/Selected Counties			
FORAGE PRODUCTION	0033	90 86	IA, MN, WI All Other States			
FORAGE SEEDING	0032	50	All States			
GRAIN SORGHUM	0051	90	All States			
GRAPES	0053	84 86	MI, MO All other States			
GRAPES, TABLE	0052	86	All States			
HYBRID SEED (CORN)	0062	55	All States			
HYBRID SORGHUM SEED	0050	55	All States			
MACADAMIA NUTS	0023	86	All States			
MACADAMIA TREES	0024	50	All States			
MILLET (Pilot Program)	0017	90	Selected States/Counties			
NURSERY STOCK	0056	50	All States			
OATS	0016	90	All States			
ONIONS	0013	86	All States			

<sup>1</sup> "All states and "all other states/counties" listed under this column denotes that this is the insurance plan code for all states/counties in which the crop is insurable under the crop insurance program.

FCIC-CI	ROP AND PI	AN CODES	
NAME	CROP CODE	INSURANCE	PLAN CODE <sup>1</sup>
PEACHES	0034	86	All States
PEANUTS	0075	10	All States
PEARS	0089	86	All States
PEAS, DRY	0067	90 86	ND All other States
PEAS, GREEN	0064	86	All States
PEPPERS	0083	50	All States
PLUMS, FRESH	0090	86	All States
POPCORN	0043	90	All States
POTATOES	0084	84 90 86	CO (counties 001, 003, 021, 087, 105, 109, 123) MO (counties 133, 201) NC (counties 013, 029, 031, 053, 095, 137, 139, 143, 177, 187) VA (counties 001, 131) MI, OH, SD All other counties and states
PRUNES	0036	86	All States
RAISINS	0037	50	All States
RICE	0018	90	All States
RYE	0094	90	All States
SAFFLOWERS	0049	90	All States
SOYBEANS	0081	90	All States
STONEFRUIT Fresh Apricots Processing Apricots Fresh Nectarine Processing Cling Peaches Processing Freestone Peaches Fresh Freestone Peaches "All states and "all other states/counti	0218 0219 0220 0221 0222 0223	86	All States

"All states and "all other states/counties" listed under this column denotes that this is the insurance plan code for all states/counties in which the crop is insurable under the crop insurance program.

FCIC-CROP AND PLAN CODES					
NAME	CROP CODE	INSURANCE	PLAN CODE <sup>1</sup>		
SUGAR BEETS	0039	84 90	CO All other States		
SUGARCANE	0038	90 86	LA All other States		
SUNFLOWERS	0078	90	All States		
SWEET CORN, (Canning & Processing)	0042	90	All States		
SWEET CORN (Fresh Market)	0044	50	All States		
TOBACCO Flue Cured Tobacco Fire Cured Tobacco Burley Tobacco Maryland Tobacco Dark Air Tobacco Cigar Filler Tobacco Cigar Binder Tobacco Cigar Wrapper Tobacco	0229 0230 0231 0232 0233 0234 0235	30 30 70 86 30 30 86 30 86	All States All States All States All States All States All States All States - Type 051, 052 All States - Type 054, 055		
TOMATOES,(Fresh Market & Guar. Prod.)	0086	50 86	FL All other States		
TOMATOES (Processing)	0087	90 86	IN, MI, OH All other States		
WALNUTS	0029	86	All States		
WHEAT	0011	90	All States		

<sup>1</sup> "All states and "all other states/counties" listed under this column denotes that this is the insurance plan code for all states/counties in which the crop is insurable under the crop insurance program.

FCIC-CROP AND PLAN CODES					
NAME	CROP CODE	INSURANCE	PLAN CODE <sup>1</sup>		
GRP CROPS Barley <sup>2</sup> Corn <sup>2</sup> Cotton <sup>2</sup> Forage Production Grain Sorghum <sup>2</sup> Peanuts <sup>2</sup> Soybeans <sup>2</sup> Wheat <sup>2</sup>	0091 0041 0021 0033 0051 0075 0081 0011	12	All States		
INCOME PROTECTION (Pilot Program) Corn Cotton Grain Sorghum Soybeans Wheat	0041 0021 0051 0081 0011	42	Selected States/Counties		
CROP REVENUE PROT.(Pilot Prog.) <sup>2</sup> Corn Cotton Grain Sorghum Soybeans Wheat	0041 0021 0051 0081 0011	44	Selected States/Counties		
REVENUE ASSURANCE (Pilot Prog.) <sup>2</sup> Corn Soybeans	0041 0081	25	Iowa		

<sup>1</sup> "All states and "all other states/counties" listed under this column denotes that this is the insurance plan code for all states/counties in which the crop is insurable under the crop insurance program.

<sup>2</sup> These types of coverage are not applicable to the CAT level of coverage. They are insurable for limited and additional coverage only in certain states or counties within a state.

# CAUSE OF LOSS NAMES AND CODES

LOSS CAUSE	CODE	LOSS CAUSE	CODE
NO INDEMNITY	(00)	WIND/EXCESS WIND	(61)
HARVEST PRICE BELOW PROJECTED PRICE (IP)	(01)	HOT WIND	(62)
MARKET PRICE DIFFERENCE SPRING VS. HARVEST (CRC)	(02)	CYCLONE	(63)
DROUGHT DEVIATION	(10)	TORNADO	(64)
DROUGHT	(11)	INSECTS	(71)
HEAT	(12)	MED FRUIT FLY	(72)
FIS (Failure of irr sup)	(13)	PLANT DISEASE	(81)
FIE (Failure of irr equip) (cranberries only)	(14)		J) (82)
HAIL	(21)	APPLE SCAB	(83)
EXCESS SUN	(22)	FORCE FIRE	(90)
PIT BURN	(23)	FIRE	(91)
EXCESS MOISTURE/PRECIP	(31)	HURRICANE/TROPICAL DEPRESSION.	(92)
POOR DRAINAGE	(32)	WILDLIFE	(93)
FROST	(41)	EROSION	(94)
FREEZE	(42)	POLE BURN/HOUSE BURN	(95)
COLD WINTER	(43)	FRUIT SET FAILURE	(96)
COLD WET WEATHER	(44)	EARTHQUAKE	(97)
ICH (Insufficient chill hrs)	(45)	VOLCANIC ERUPTION	(98)
FLOOD	(51)	OTHER (Snow, Lightning , etc)	(99)
GRP CROPS ONLY	(55)		

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## **EXHIBIT 4**

UNITS OF MEASURE OF PRODUCTION *, BY CROP				
CROP NAME	UNIT OF MEASURE			
Almonds	Pounds			
Apples (Eastern)	Bushels (42 lbs.)			
Apples (Colorado)	Bushels (40 lbs.)			
Apples (Western)	Bins (875 lb. Minimum)			
Avocados	Pounds			
Barley	Bushels (48 lbs.)			
Barley (Malting)	Bushels (48 lbs.)			
Beans (C & P)	Tons			
Blueberries	Pounds			
Canola	Pounds			
Citrus (AZ-CA) (Navel, Valencia, Sweet Oranges)	Cartons (38 lbs.)			
Citrus (AZ-CA) (Lemons)	Cartons (40 lbs.)			
Citrus (AZ-CA) (Grapefruit)	Cartons (32 lbs.)			
Citrus (AZ-CA) (Tangerines, Tangelos, Mandarin Oranges)	Cartons (25 lbs.)			
Citrus (FL)	Boxes (85 or 90 lbsdepends on type)			
Citrus (TX)	Tons			
Texas Citrus Trees	% Tree Damage/Dollar *			
Corn (Grain)**	Bushels (56 lbs.)			
Corn (Silage)	Tons			
Cotton	Pounds			
Cotton, ELS	Pounds			
Cranberries	Barrels (100 lbs.)			
Dry Beans	Pounds (60 lbs. per bu)			
Figs	Pounds			

\* For Tree Crops the loss measurement is first based on the % of tree damage, and then the dollar loss is determined from this.

\*\* To convert weight of ear corn to equivalent bushels of shelled corn divide by 70.

UNITS OF MEASURE OF PRODUCTION*, BY CROP			
CROP NAME	UNIT OF MEASURE		
Flaxseed	Bushels (56 lbs.)		
Florida Fruit Trees	% Stand/Dollar *		
Forage Production	Tons		
Forage Seeding	% Stand/Dollar *		
Grain Sorghum	Bushels (56 lbs.)		
Grapes	Tons		
Table Grapes	Lugs (22-23 lbs.**)		
Hybrid Corn Seed	Bushels (56 lbs.)		
Hybrid Sorghum Seed	Bushels (56 lbs.)		
Macadamia Nuts	Pounds		
Macadamia Trees	% Tree damage/Dollar *		
Millet	Pounds		
Nursery Stock	Dollar		
Oats	Bushels (32 lbs.)		
Onions	Hundredweight		
Peaches	Bushels (48 lbs.)		
Peanuts	Pounds		
Pears	Tons		
Peas, dry	Pounds (60 lbs. per Bu.)		
Peas, green	Pounds		
Peppers	1 1/9 bushels (per box)		
Plums, Fresh	Lugs (28 lbs.)		
Popcorn	Pounds		
Potatoes	Hundredweight		
Prunes	Tons		
Raisins	Tons		

\* For Forage Seeding, the loss measurement is first based on the % of stand, and then the dollar loss is determined from this. For Tree Crops the loss measurement is first based on the % of tree damage, and then the dollar loss is determined from this.

\*\* 22 lbs. in Coachella Valley, CA district; 23 lbs. in all other CA districts.

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# EXHIBIT 4

UNIT OF MEASURE OF PRODUCTION, BY CROP			
CROP NAME	UNIT OF MEASURE		
Rice	Pounds (45 lbs. per bu.)		
Rye	Bushels (56 lbs.)		
Safflowerseed	Pounds		
Soybeans	Bushels (60 lbs.)		
Stonefruit (Apricots)	Lugs (24 lbs.)		
Stonefruit (Nectarines)	Lugs (25 lbs.)		
Stonefruit (Freestone Peaches)	Lugs (22 lbs.)		
Stonefruit (Processing apricots and Processing Peaches)	Tons		
Sugar Beets	Tons		
Sugarcane	Pounds		
Sugarcane (Hawaiian)	Pounds		
Sunflower Seed (Oil)	Pounds (29 lbs. per bu.)		
Sunflower Seed (Non-oil)	Pounds (25 lbs. per bu.)		
Sweet Corn (C & F)	Tons		
Sweet Corn (Fresh)	Crates (42 lbs.)		
Tobacco (Guarantee & Quota)	Pounds		
Tomatoes (C & P)	Tons		
Tomatoes (Fresh & Fresh Guarantee)	Cartons (25 lbs.)		
Walnuts	Pounds		
Wheat	Bushels (60 lbs.)		

	ENTITIES AND DOCUMENTATION CHART								
ENTITY	APPLICATION	*SIGNATURE(S) REQUIRED	DOCUMENTATION NEEDED	ID NUMBER					
INDIVIDUAL	John C. Doe	John C. Doe	None	Individual EIN or SSN <u>1</u>					
INDIVIDUAL	Northam Land Company c/o James T. Anderson	Northam Land Company By James T. Anderson, Sole Owner	None	EIN or SSN of The Owner <u>1</u>					
INDIVIDUAL (Female)	Anna M. Smith (Not Mrs. John C. Smith)	Anna M. Smith (Not Mrs. John C. Smith)	None	EIN or SSN of Individual 1					
INDIVIDUAL (Undivided Interests)	John J. Smith (Named Insured)	John J. Smith	Agreement naming responsible person. Proof of undivided interest in the Land	Individual EIN or SSN of named insured <u>2</u>					
INDIVIDUAL (Joint & Survivor & Interest)	John W. Doe or Mary C. Doe	(Both must sign) John W. Doe Mary C. Doe	If they are not spouses, statements signed by both parties showing authority of one to act for the other	EIN or SSN of Individual <u>3</u>					
INDIVIDUAL (Minor, Natural Guardian)	John Doe, (minor) by Fred Doe, Guardian	Fred Doe, Guardian for John Doe	Statement signed by minor and guardian showing qualifications as separate entity	EIN or SSN of Minor <u>1</u>					
INDIVIDUAL (Minor Unable To Enter Into Contracts & Incompetent Court-Appointed Guardian)	Frank W. Doe c/o John H. Doe, Guardian	John H. Doe Guardian for Frank W. Doe,	Statements signed by court- appointed guardian showing where court decree can be verified	EIN or SSN of Minor or Incompetent <u>1</u>					
INDIVIDUAL (Tobacco Marketing Card Agreement)	Ralph A. Doe (Named Insured)	Ralph A. Doe	May insure 100% of the tobacco crop listed on marketing card. All shareholders must agree in writing.	EIN or SSN of named insured <u>2</u>					
INDIVIDUAL (Authorized Signature)	John C. Doe c/o Richard C. Roe, Authorized Representative	John C. Doe By Richard C. Roe, Under Power of Attorney	Power of Attorney	Individual EIN or SSN of insured <u>1</u>					
CO-OWNERS	James L. Smith and John A. Brown, Co- Owners	(All must sign) James L. Smith John A. Brown	None, if all sign, Or Power of Attorney authorizing signature	Joint Interest EIN or SSN's <u>2</u>					
JOINT OPERATORS	James L. Smith and John A. Brown, Joint Operators								
CORPORATION	ABC Company, Inc. c/o Richard Roe, (Title) First National Bank of Dallas c/o John H. Doe, (Title)	ABC Company, Inc. By Richard Roe, (Title) First National Bank of Dallas By John H. Doe, (Title)	Statements where articles of incorporation are on file. Application must be signed by authorized officer of the Corporation.	EIN For the Corporation $\frac{3}{2}$					
ESTATE	Estate of Richard Roe, Deceased, c/o John H. Doe, Executor (or Administrator)	Estate of Richard Roe, Deceased, by John H. Doe Executor (or Administrator)	Statement advising where authority can be found	Estate EIN Or Deceased SSN or EIN					

## ENTITIES AND DOCUMENTATION CHART

ENTITY	APPLICATION	*SIGNATURE(S) REQUIRED	DOCUMENTATION NEEDED	ID NUMBER
TRUST	John H. Doe Trust, c/o Richard Roe, Trustee or Administrator	John H. Doe, Trust by Richard Roe, Trustee or Administrator	Statement advising where authority can be found	EIN for Trust Or SSN Reported for the Trust <u>4</u>
	Jones, Brown, Smith c/o Richard Roe, Trustee	Jones, Brown, Smith By Richard Roe, Trustee		EIN of Trust or SSN Reported for the Trust <u>4</u>
(BIA)	(Name of Trust) BIA Trust 0016	BIA Trust 0016 by John Doe Trustee or Power of Attorney		State County BIA# Example: 01 201 0016
(Irrevocable)	Ralph R. Doe, Trust, c/o Richard Roe , Trustee or Administrator	Ralph R. Doe Trust, c/o Richard Roe, Trustee or Administrator	Statement advising where authority can be found	EIN for Trust or SSN Reported for the Trust <u>4</u>
(Revocable)	John H. Doe, Trust, c/o Richard Roe, Trustee or Administrator	John H. Doe, Trust, c/o Richard Roe, Trustee or Administrator	Statement advising where authority can be found	EIN for Trust or SSN Reported for the Trust <u>4</u>
RECEIVER OR LIQUIDATOR	XYZ Company c/o John H. Doe, Receiver (or Liquidator)	XYZ Company By John H. Doe, Receiver or Liquidator & Court- Appointed	Statement advising where authority can be found	EIN of Named Insured or Correspondent's EIN and/or SSN
PUBLIC AGENCY (a state, a political subdivision of a state (county or parish), or any agency thereof)	Brown County Farms c/o Richard R. Roe Farm Manager	Brown County Farms By Richard R. Roe, Farm Manager (Other Authorized Title Acceptable)		
	State of Ohio, Board of Aeronautics, c/o John H. Doe, Director	State of Ohio, Board of Aeronautics, By John H. Doe, Director (Other Authorized Title Acceptable)	Statement advising where authority can be found	EIN if issued
	Fairtown Farms c/o I.M. Boss, City Mgr.	Fairtown Farms By I.M. Boss, City Mgr. (Other Authorized Title Acceptable)		
ASSOCIATION, CLUB OTHER TAX-EXEMPT ORGANIZATION	Park and Recreation Association c/o John H. Doe, Treasurer	Park and Recreation Association By John H. Doe, Treasurer	Statement advising where authority can be found	EIN for the Organization
PARTNERSHIP (Written or Verbal)	Jones and Smith, A Partnership c/o Sam Jones	Jones and Smith, A Partnership By Sam Jones, A Partner	Statement signed by all partners certifying they are members of the partnership	Partnership EIN <u>3</u>

If EIN, Individual MUST be listed as SBI and SSN provided All ENTITIES/PERSONS Insured must be listed as SBI and EIN or SSN provided SSN or EIN of anyone holding a 10% or more interest SSN or EIN of ALL BENEFICIARIES

1 2 3 4

FORM NO. XXX	STATEMENT OF	FACTS	
	INSURANCE PROVID	ER'S NAME	
Field Supervisor	<u>CORN</u> NAME OF CROP	<u>0100</u> UNIT NUMBER	<u>19YY</u> CROP YEAR
ADDRESSED TO		ounty XX-XXX-XXXXX NTY CODE AND CONTRA	
<u>Revised Acreage Report</u> SUBJECT MATTER	<u> </u>	SURED (Include address if	needed)
No significant damage has occurre	ed to unit 0200. Appraisals indica	te 95.0 bushels per acre y	ield. See appraisal
worksheet dated 7/15/YY. APH a	average yield for this unit is 92.0 b	ushels per acre.	
I recommend acceptance of this r	revised acreage report.		
7/15/YY DATE		I <u>STER XXXX XX</u> nature and Title	

#### (Hail-fire exclusion NA CAT/Limited→

# CLAIM INSTRUCTIONS FOR UNINSURED CAUSE APPRAISAL WHEN HAIL/FIRE EXCLUSION IS IN EFFECT

#### 1 Original hail or fire liability has NOT been reduced.

Use the following instructions for computing and entering the appraisal in the "% Hail Damage" column of the claim form if the claim form has a "% Hail Damage" column. If the claim form does not have a designated % Hail Damage" or other column designated for "hail/fire", make appraisal entry in the "Uninsured cause" column.

- A Make an entry, as described below ONLY if ALL the following conditions have been met:
  - (1) Hail or fire damage has occurred on the unit;
  - (2) Hail and fire exclusion is in effect; and
  - (3) The original amount of hail or fire liability has NOT been reduced.
- B Enter the appraisal determined as follows:
  - (1) Determine the weighted AVERAGE (based upon gross acres) percent of hail or fire damage (from the hail or fire claim) for the unit.

Weighted-average-damage example: Suppose a unit of wheat (270 acres) is covered by a MPCI policy (65% coverage level) with hail/fire excluded. Hail damages the unit as follows (percent of damage as shown on the private hail/fire carriers loss form):

80 acres @ 0%	80 acres X .00	= 0.0
55 acres @ 48%	55 acres 2	X .48 = 26.4
75 acres @ 66%	75 acres 2	X .66 = 49.5
60 acres @ 100%	60 acres X 1.00	= 60.0
	270 acres	135.9

 $135.9 \div 270.0 = .503 = 50.3\%$  weighted average percent for unit.

- (2) Determine the "hail/fire exclusion appraisal factor" either by:
  - (a) calculating as instructed in steps (3) and (4) below, OR
  - (b) skip steps 3 and 4 and obtain the <u>factor</u> representing the insured's coverage level percent and weighted average percent of hail/fire damage from the "Hail/fire Exclusion Appraisal Factor Chart" on the following pages.
    Example of "hail/fire exclusion appraisal factor" derived from the chart, based on the example in (1) above (65% coverage level).
    50% hail/fire damage = .2308

    .3% hail/fire damage = .0046
    .2354

#### ←Hail-fire exclusion NA CAT/Limited)

# (continued) CLAIM INSTRUCTION FOR UNINSURED CAUSE APPRAISAL WHEN HAIL/FIRE EXCLUSION IS IN EFFECT

## (Hail-fire exclusion NA CAT/Limited→

- (3) (Do not use this step if the "hail/fire exclusion appraisal factor was obtained from the Hail/fire Exclusion Appraisal Factor chart; go to step 5.) For each coverage level, the "deductible" is 100% minus the coverage level percent (e.g., 100% 65% = 35%). Subtract the percent "deductible" from the weighted average percent of hail or fire damage (e.g., 50.3% weighted ave. hail damage 35% "deductible" = 15.3%).
- (4) (Do not use this step if the "hail/fire exclusion appraisal factor" was obtained from the Hail/fire Appraisal Factor chart; go to step 5.) Multiply the result in step (3) times the applicable 2-decimal level factor to determine a 4-place factor (hail/fire exclusion appraisal factor). Determine the 2-place factor as follows: 100 divided by the coverage level percent in step 3 (e.g.,  $100 \div 65 = 1.54$  for the 65% coverage level). Determine hail/fire exclusion appraisal factor as follows: .153 X 1.54 = .2356.
- (5) Multiply the factor determined in step (4) (or as derived from the "Hail/fire Exclusion Appraisal Factor Chart) times the per-acre guarantee for the acreage. Enter the result in the "% Hail Damage" column of the claim form (e.g., .2356 X 4.6 bu. guarantee (rounded to the nearest tenth) will equal a 1.1 bushel appraisal). Make no entry for "O" appraisals.
- C Follow the instructions in this subparagraph ONLY If the claim form you are using has a "% Hail Damage" or other column designated "hail/fire:"

Make NO ENTRY in the "uninsured Cause" column for such hail/fire damage if your insurance provider's claim form as a "%Hail Damage" column or other column designated for "hail/fire." Appraisals for hail/fire damage (when hail/fire exclusion is in effect and the original hail/fire liability HAS been reduced) and for other uninsured causes are, however, required in the "Uninsured Cause" column.

## 2 Liability HAS BEEN reduced

- A Use the following instructions for entering appraisals in the "Uninsured Causes" column when:
- hail or fire damage has occurred, a hail/fire exclusion is in effect, and the original amount of hail and fire LIABILITY HAS BEEN REDUCED:
- the claim you are using has no "% Hail Damage" column or other column designated for "hail/fire" to enter the "uninsured cause" appraisal as described in item 1 above.)
   Hail-fire exclusion NA CAT/Limited)

# (continued) CLAIM INSTRUCTION FOR UNINSURED CAUSE APPRAISAL WHEN HAIL/FIRE EXCLUSION IS IN EFFECT

#### (Hail-fire exclusion NA CAT/Limited→

B Enter the appraised amount of UNINSURED hail or fire damage per acre calculated as follows: Divide the hail or fire insurance indemnity per acre by the original hail and fire insurance liability per acre. Multiply the result by the guarantee per acre divided by your coverage level percentage, and this result will be the appraisal for uninsured causes.

EXAMPLE: Assume insured has the following:

MPCI guarantee per acre	= 90.0 bu./acre							
MPCI coverage level	= 75% (or .75)							
MPCI liability	= \$180/acre							
Original private hail/fire liability	= \$200/acre							
Reduced private hail/fire liability = \$150/acre								
(reduced due to an MPCI ins	ured cause of loss)							

Since the private hail/fire liability has been reduced below the MPCI liability (\$150 an acre versus \$180 an acre), the "EXCEPT THAT" clause in the Hail and Fire Exclusion provisions applies.

Private hail/fire indemnity = 30% loss X \$150/acre = \$45/acre indemnity

\$45/acre private hail/fire indemnity ÷ \$200/acre original private hail/fire liability = <u>.2250 X 90.0 bu./acre MPCI guarantee</u> = 27.0 bu./acre appraisal .75 coverage level

#### NOTE: The Hail/Fire Exclusion Factor Chart is not applicable for this calculation. Hail-fire exclusion NA CAT/Limited)

# (Hail-fire exclusion NA CAT/Limited→

## HAIL/FIRE EXCLUSION APPRAISAL FACTOR CHART

The following table lists the appraisal factors for the following levels of coverage when the percent of hail/fire loss exceeds the difference between 100% and the level of coverage percent.

HAIL/FIRE EXCLUSION APPRAISAL FACTOR CHART										
% Hail Damage	50%	55%	60%	65%	70%	75%				
25%	0	0	0	0	0	0				
26%	0	0	0	0	0	.0133				
27%	0	0	0	0	0	.0267				
28%	0	0	0	0	0	.0400				
29%	0	0	0	0	0	.0533				
30%	0	0	0	0	0	.0667				
31%	0	0	0	0	.0143	.0800				
32%	0	0	0	0	.0286	.0933				
33%	0	0	0	0	.0429	.1067				
34%	0	0	0	0	.0571	.1200				
35%	0	0	0	0	.0714	.1333				
36%	0	0	0	.0154	.0857	.1467				
37%	0	0	0	.0308	.1000	.1600				
38%	0	0	0	.0462	.1143	.1733				
39%	0	0	0	0615	.1286	.1867				
40%	0	0	0	.0769	.1429	.2000				
41%	0	0	.0167	.0923	.1571	.2133				
42%	0	0	.0333	.1077	.1714	.2267				
43%	0	0	.0500	.1231	.1857	.2400				
44%	0	0	.0667	.1385	.2000	.2533				
45%	0	0	.0833	.1538	.2143	.2667				
46%	0	.0182	.1000	.1692	.2286	.2800				
47%	0	.0364	.1167	.1846	.2429	.2933				
48%	0	.0545	.1333	.2000	.2571	.3067				
49%	0	.0727	.1500	.2154	.2714	.3200				
50%	0	.0909	.1667	.2308	.2857	.3333				
51%	.0200	.1091	.1833	.2462	.3000	.3467				
52%	.0400	.1273	.2000	.2615	.3143	.3600				
53%	.0600	.1455	.2167	.2769	.3286	.3733				
54%	.0800	.1636	.2333	.2923	.3429	.3867				
55%	.1000	.1818	.2500	.3077	.3571	.4000				
56%	.1200	.2000	.2667	.3231	.3714	.4133				
57%	.1400	.2182	.2833	.3385	.3857	.4267				
58%	.1600	.2364	.3000	.3538	.4000	.4400				
59%	.1800	.2545	.3167	.3692	.4143	.4533				
60%	.2000	.2727	.3333	.3846	.4286	.4667				
61%	.2200	.2909	.3500	.4000	.4429	.4800				
62%	.2400	.3091	.3667	.4154	.4571	.4933				
63%	.2600	.3273	.3833	.4308	.4714	.5067				
64%	.2800	.3455	.4000	.4462	.4857	.5200				
65%	.3000	.3636.	.4167	.4615	.5000	.5333				
66%	.3200	.3818	.4333	.4769	.5143	.5467				
67%	.3400	.4000	.4500	.4923	.5286	.5600				
68%	.3600	.4182	.4667	.5077	.5429	.5733				
69%	.3800	.4364	.4833	.5231	.5571	.5867				
70%	.4000	.4545	.5000	.5385	.5714	.6000				
71%	.4200	.4727	.5167	.5538	.5857	.6133				

HAIL/FIRE EXCLUSION APPRAISAL FACTOR CHART										
% Hail Damage	50% 55%		60%	65%	70%	75%				
72%	.4400	.4909	.5333	.5692	.6000	.6267				
73%	.4600	.5091	.5500	.5846	.6143	.6400				
74%	.4800	.5273	.5667	.6000	.6286	.6533				
75%	.5000	.5455	.5833	.6154	.6429	.6667				
76%	.5200	.5636	.6000	.6308	.6571	.6800				
77%	.5400	.5818	.6167	.6462	.6714	.6933				
78%	.5600	.6000	.6333	.6615	.6857	.7067				
79%	.5800	.6182	.6500	.6769	.7000	.7200				
80%	.6000	.6364	.6667	.6923	.7143	.7333				
81%	.6200	.6545	.6833	.7077	.7286	.7467				
82%	.6400	.6727	.7000	.7231	.7429	.7600				
83%	.6600	.6909	.7167	.7385	.7571	.7733				
84%	.6800	.7091	.7333	.7538	.7714	.7867				
85%	.7000	.7273	.7500	.7692	.7857	.8000				
86%	.7200	.7455	.7667	.7846	.8000	.8133				
87%	.7400	.7636	.7833	.8000	.8143	.8267				
88%	.7600	.7818	.8000	.8154	.8286	.8400				
89%	.7800	.8000	.8167	.8308	.8429	.8533				
90%	.8000	.8182	.8333	.8462	.8571	.8667				
91%	.8200	.8364.	.8500.	.8615	.8714	.8800				
92%	.8400	.8545	.8667	.8769	.8857	.8933				
93%	.8600	.8727	.8833	.8923	.9000	.9067				
94%	.8800	.8909	.9000	.9077	.9143	.9200				
95%	.9000	.9091	.9167	.9231	.9286	.9333				
96%	.9200	.9273	.9333	.9385	.9429	.9467				
97%	.9400	.9455	.9500	.9538	.9571	.9600				
98%	.9600	.9636	.9667	.9692	.9714	.9733				
99%	.9800	.9818	.9833	.9846	.9857	.9867				
100%	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000				

Instructions for using the "Decimal Part of a Percent" chart below: Add the whole number to the decimal %. Example: 58.7 hail damage @ Level 2 (.3542 + .0108) = .3650 appraisal factor .3650 X guarantee per acre = appraisal for uninsured causes.

	DECIMAL PART OF A PERCENT									
	.50%	55%	60%	65%	70%	75%				
.1	.0020	.0018	.0017	.0015	.0014	.0013				
.2	.0040	.0036	.0033	.0031	.0029	.0027				
.3	.0060	.0055	.0050	.0046	.0043	.0040				
.4	.0080	.0073	.0067	.0062	.0057	.0053				
.5	.0100	.0091	.0083	.0077	.0071	.0067				
.6	.0120	.0109	.0100	.0092	.0086	.0080				
.7	.0140	.0127	.0117	.0108	.0100	.0093				
.8	.0160	.0145	.0133	.0123	.0114	.0107				
.9	.0180	.0164	.0150	.0138	.0129	.0120				

Hail-fire exclusion NA CAT/Limited)

#### **IRRIGATED PRACTICE GUIDELINES**

## 1 PURPOSE

The following guidelines are provided to enable insureds to properly report acreage to be insured under the irrigated practice in order to receive maximum protection under their crop insurance contract. It is very important that these guidelines be utilized to document whether, at the time insurance attaches, there is REASONABLE PROBABILITY of receiving adequate water to carry out a good irrigation practice for the acreage reported under the irrigated practice.

#### 2 DEFINITIONS

The following definitions are provided to facilitate a uniform understanding of the standards and guidelines for the irrigated practice.

A <u>Acreage Insurable under the Irrigated Practice</u> - Insurable acreage for which the insured can demonstrate, to the insurer's satisfaction, that adequate facilities and water existed, at the time insurance attached\*, to carry out a good irrigation practice for the insured crop.

\*The insured is responsible for demonstrating that, at the time insurance attached, there was a REASONABLE PROBABILITY of receiving adequate water to carry out a good irrigation practice on acreage insured under the irrigated practice.

- B <u>Reasonable Probability of Receiving Adequate Water to Carry Out a Good Irrigation</u> <u>Practice</u> - A determination that it is fair, proper, and suitable to conclude that there is more evidence for than against receiving adequate water to carry out a good irrigation practice.
- C <u>Adequacy of Water</u> The determination of the adequacy of water will be based upon:
  - (1) the water available (at the time insurance attaches) from the irrigation water supply, soil moisture levels, and snowpack storage levels; AND
  - (2) supplementary precipitation which would normally be received, after insurance attaches, during the period that a good irrigation practice is normally carried out. Consideration will also be given to the factors identified in section 8 below, including the legal entitlement or rights to water.
- D <u>Good Irrigation Practice</u> Application of adequate water in an acceptable manner, at the proper times necessary to allow production of a normal crop (the yield which is multiplied by the coverage level to calculate the per-acre guarantee). Normal crop is often identified as the approved Actual Production History (APH) yield for crops under APH.

## **IRRIGATED PRACTICE GUIDELINES (continued)**

- E <u>Irrigation Water Supply</u> The water source and means for supplying irrigation water, without regard to the equipment or facilities. This includes the water source AND dams, canals, ditches, pipelines, etc., which contain the water for movement from the source to the acreage and (1) are not under the control of the insured or (2) routinely deliver water to acreage in addition to that which is owned or operated by the insured. It DOES NOT INCLUDE any irrigation equipment or facilities.
- F Irrigation Equipment and Facilities The physical resources, other than water, used to regulate the flow of water from a water source to the acreage. This includes pumps, valves, sprinkler heads, and other control devices. It also includes pipes or pipelines which (1) are under the control of the insured or (2) routinely deliver water only to acreage which is owned or operated by the insured. A center pivot system is considered irrigation equipment and facilities.
- G <u>Adequacy of Irrigation Facilities</u> Irrigation facilities are considered adequate if it is determined that, at the time insurance attaches, they will be available and usable at the times needed and have the capacity to timely deliver water in sufficient quantities to carry out a good irrigation practice for the acreage insured under the irrigated practice.
- H <u>Water Source</u> The source from which water is made available. This includes wells, lakes, reservoirs, streams, aquifers, etc.
- 3 Failure of acreage to qualify for insurance under the irrigated practice will result in such acreage being insured under a practice other than irrigated. If no other appropriate practice is available for the acreage, insurance will not be considered to have attached on the acreage.
- 4 Failure to carry out a GOOD IRRIGATION PRACTICE on acreage properly insured under the irrigated practice will result in an appraisal for uninsured causes against such acreage, unless the failure was caused by unavoidable failure of the irrigation water supply after insurance attached.
- 5 Insureds are expected to give irrigation priority to acreage properly insured under the irrigated practice in a manner which will result in the least indemnification of the crops involved, and to advise the insurer of any anticipated diversion of water from acreage insured under the irrigated practice.
- 6 Insureds are to keep their production separate for acreage insured under the irrigated practice, acreage insured under a practice other than irrigated (or with no practice applicable), and uninsured acreage.
- 7 Insureds are expected to be prepared to provide documentation of the factors which were considered in reporting acreage to be insured under the irrigated practice.

# EXHIBIT 9

# **IRRIGATED PRACTICE GUIDELINES (continued)**

## 8 FACTORS TO CONSIDER IN DETERMINING ACREAGE TO BE REPORTED AND INSURED UNDER AN IRRIGATED PRACTICE INCLUDE, BUT ARE NOT LIMITED TO:

- A Water source history, trends, and forecasting reliability
- B Supplemental water supply availability and usage (including return flow)
- C Pumping plant efficiency and capacity
- D Water distribution uniformity; and flexibility of the system or district
- E Water requirements (amount and timing) of all crops to be irrigated
- F Water rights (primary, secondary, urban versus agricultural use, etc.)
- G Contingency plans available to handle water shortages
- H Acres to be irrigated, amount of water to be applied, and expected yield
- I Ownership of water (state or federal versus landowner)
- J Use of meters and other measuring devices or methods
- K Soil types, soil moisture levels, and pre-plant irrigation needs
- L Water conserving methods, devices, and plans utilized
- M Past crop planting history, trends, and recommended local practices
- N Prudent activities and practices utilized by non-insured producers
- O Irrigation water supply (both quantity and quality) and facilities
- P Recommendations from local Cooperative Extension Service, Natural Resources Conservation Service, and other recognized expert sources regarding irrigation and crop production
- Q Information the insured knew (or should have known), and when the insured knew (or should have known) such information

The insurance provider will use the above, and any other appropriate factors necessary to verify whether acreage was properly reported under the irrigated practice. Insureds who need assistance in determining the proper acreage to report for insurance under an irrigated practice should contact their crop insurance agent or insurance provider representative for information and assistance.

**APRIL 1997** 

# EXHIBIT 10 FSA DOCUMENTS

Form FSA-423		United States Department of Agriculture Farm Service Agency Anywhere County FSA Office							
I	REPORTS OF	FARM BA	SES/YIEL	_DS/PLANTI	ed aci	REAGE			
Requester: JONES, JOHN BOX 47 OAKLEY, NC	27857			Producer: KALEB SM 23313131 SUMIT, NO	S. 930 F	ALCON ( 92	CREST		
		Multico	unty Proc	lucer? N					
6-CP eligibility	indicator for	1996 is: `	Y						
6-CP eligibility	indicator for	the prior	year (199	95) is: Y					
	FARM TR	ACT, BAS	E, AND Y	IELD INFO	RMATI	ON			
Farm No. 1938	Other Other	Owner's Owner's	sted Producer is: Owner's Name: Owner's Name Owner's Name		SMITI SMIT SMITH				
Tract No.	Farm land		Crop land	Phot	o/grid a	and Lega	Description		
1886 1887 1889 1890 1891	13.0 32.0 135.0 10.0 155.0		3.4 13.8 92.0 7.6 99.9	M2 M2 N3 01 01					
Prac Crop tice	- Original Year	Yield	Base	Adjusted Base <u>1</u> /		Adjtmt Date	Planted Acreage		
WHEAT OATS CORN I SORGH UPCN ELSCN	97 97 97 97 97 97	28 44 76 50 1,111 883	62.4 7.5 90.5 30.6 32.5 27.3	0. 0. 0. 0. 0. 0.			62.0 7.5 90.0 30.5 32.4 27.0		
<u>1</u> / Disregard 0 en NOTE: A line of			-			-			

no cotton and rice CAB's.

# **FSA DOCUMENTS**

								FSA-42	24			
Form F (11-	-SA-4 -07-95			United States Department of Agriculture MM-DD Farm Service Agency Any County ESA Office								
					CRC	op ins		YY*** CE TRA	CT DATA			
Request Roger R 444 Hip Any Tov	abbit bhop La			ticoun	ty Pro	ducer	? N	lv 2	roducer: van Hoe 22 Lillyfie ny Town,	eld AS 65738	3	
The 6-C	P Eligik	oility In	dicator f	or 199	97 is?		Y					
The 6-C	CP Eligik	oility In	dicator f	or the	prior	year (	(1996)	is?Y				
Farm No	o. 1901			uested er Owi				PERATO _LY SMI				
Tract No. 1520		Farr land 520		Crop- land 175.0		Pho D-6,	to/grid ,2B, N1	and Leg \2NE1\2	al Descrip 2 N1\2 S <sup>-</sup>	otion 1\2 NE1\2	32-27-14	
Multitra *****		Trac	ct No. ***	* * *								
TRACT NUM		CROP YEAR		VAR/ TYPE	IRR PRC	INT USE	LAND USE	PLNT PRAC	CROP STATUS	REPORTED ACRE	DETERMINED ACRE	SHARE PCT
1520	1	97	CORN		Ι	GR		2	Ι	11.90	.00	.3333
1520 1520 1520	2 3 4	97 97 97	GRASS GRASS GRASS	OTH OTH OTH		GZ GZ GZ	C C C		I I I	10.10 6.20 10.10	.00 .00 .00	.5000 .5000 1.0000
1520 1520	5A 5B	97 V 97	VHEAT H WHEAT		GF	GR		3 I 3	125 I	.00 125 11.90	.00 1.000 11 .90	0 .6667
Disrega Fields v	rd entrie vith "P"	es of "O in the l	.0" in the and Use	determ column	ined a are us	creage ed for	e columr conserv	n, /ing use f	for paymen	it and cannot	be harvested.	

# 298

# EXHIBIT 10 FSA DOCUMENTS

# FSA-424

FORM F	SA-424						
			OTHER P	RODUCE	R'S SHAR	E	
			Farı	m Level S	hares		
Produce *****		* * * * * * * * *	* * * * * * *		Share * * * * * *		
			Fie	d Level S	Shares		
Tract Num	Field Num	Crop	Int Use	lrr Prac	Crop Status	Producer	Share
1520 1520 1520 1520	1 5B 2 3	Corn Wheat Grass Grass	GR GR GZ GZ	Ι	I I I	Lilly Smith Lilly Smith Lilly Smith Lilly Smith	.6667 .3333 .5000 .5000

## EXHIBIT 10

# **FSA DOCUMENTS**

### FSA-425

Form FSA-425 (11-07-95)

United States Department of Agriculture Farm Service Agency Any County FSA Office MM-DD-YY

#### BURLEY TOBACCO AND PEANUT INFORMATION

Requester: JONES, JULIUS BOX 243 BIRD CITY, NC 27847

Crop

Name

BURTS

PNUTS

Crop

Year

97

97

Farm

Yield

2,070

1,285

Producer: SAMUEL SMITH 2333848 S SMITHVILLE, NC 27892

Multicounty Producer? N 6-CP eligibility indicator for 1997 is: Y 6-CP eligibility indicator for the prior year (1996) is: Y FARM TRACT, BASE, AND YIELD INFORMATION Farm No. 1991 Requested Producer is: OWNER Other Owner's Name: ALICE A. SMITH Other Owner's Name: BART B. SMITH CHARLES C. SMITH Other Owner's Name: Other Owner's Name: DONALD D. SMITH Tract Farm Crop land Photo/grid and Legal description No. land M2 4C/ 1987 13.0 3.4 1988 32.0 13.8 M2 5C/ 1989 13.0 6.0 N1 5E/ 92.0 N3 2C/ 1990 135.0 1991 10.0 01 2D/ 7.6 01 3A/ 1992 155.0 99.9 1993 94.0 23.9 02 2A/

Note: A line of asterisks indicates there is no burley tobacco or peanuts on the farm.

1,200

79,924

Effective

Quota

**Total Prev** 

1,528

Year Mkt.

Carryover

Lb. Qty

1,000

# EXHIBIT 10 FSA DOCUMENTS

## FSA-426

Reproduce Locally: Include form	number and	l da	ite on r	eproductio	on		
FSA-426 U.S. DEPARTMENT OF A (xx-xx-xx) Farm Service Age			1. COUI code)	NTY OFFICE NA	ME, ADDRESS /	AND TELEPHONE	NO. (Include area
MPCI/FCIC INFORMATION F		P.O. Bo			'XXX) XXX-X		
				ram Year 9YY		3. Date MM-DD-	YY
	TO BE COMP	PLE.	TED BY	REQUEST	ER		
4. REQUESTER'S NAME I. M. Adjuster				NUMBER X-XX-XX	XX	B. ID TYPE XXX	
PRODUCER'S NAME 5.	ID NUMBER 6.	ID	TYPE 7.		IATION REC ropriate box	UESTED (es) that are	applicable to
				FSA-423	FSA-424	FSA-425	Map Photocopies
I. M. Insured	xxx-xx-xxxx	xx	(X				
9. INFORMATION WILL BE:		Aſ	DDRESS,	IF MAILED			
() MAILED () PICKED	) UP						
10. REMARKS							
11. REQUESTER'S SIGNATURE I. M. Adjuster							
	TO BE CON	ЛРLI	ETED BY	FSA ONLY		-	
DATE RECEIVED	DATE FURNISI	HED	)	WORKLOA	D DATA	INITIALS	
This program or activity will be conducted on a non- handicap	discriminatory basis v	witho	ut regard to	o race, color, reli	igion, national o	rigin, age, sex, m	narital status, or

# FSA ABBREVIATIONS ON AERIAL PHOTOS

FSA AERIAL PHOTO ABBREVIATIONS	MEANING
HEL	Highly erodible land
NHEL	Not highly erodible land
W	Wetland
NW	Nonwetland
CW	Wetland converted before 11/28/90
CWA	Wetland converted after 11/28/90 Example: "CW95" to indicate that the conversion occurred in 1995.
FW	Farmed wetland
PC	Wetland converted before 12/23/85
AW	Artificial wetland or irrigated wetland
MW	Converted wetlands determined to have a minimal effect
MG	A prior converted wetland is restored to replace a frequently cropped wetland that is converted
	A prior converted wetland is restored to replace a non-frequently cropped wetland
RW	Restored wetland that was converted before 11/28/90
	Restored wetland that was converted after 11/28/90
	Wetland that was restored under a good faith agreement
CWTE	Wetlands determined by NRCS to be exempt because of technical error
CWNA	Wetlands converted for non-agricultural uses
FW	Wetland granted a commenced conversion or third party exemption that allows a maintenance of the current system
PC	Wetland granted a commenced conversion or third party exemption that does not restrict any drainage activities on the land
NC	Noncropland pasture and acreage reclassified as noncropland.
CRP	Land that is being devoted on a nonagricultural use (Land is under Conservation Reserve Program contract).
BCSYR	Fields approved for early release from the Conservation Reserve Program. The "YR" is the year the CRP contract is scheduled to expire. CRP will have been lined through. When the originally expired date is reached the CRPBSCYR will be lined through and "Expired" will be shown beside it. Example "CRPBCS97 Expired."
FSN	Farm Serial Number. It is place in the upper-left corner of the farm on the photo.
Τ	T followed by numbers is the assigned "Tract number;" e.g., "T1520."
1	An assigned number to identify the field, i.e., "1" or "2." When a field is subdivided a number followed by a letter suffix, such as "1A" is shown.

	CROP STATUS CODES						
First Character		Second	l Character	Third Character			
I	Initial (1st crop)	Ι	Intended	М	Multiple plantings on the same field		
D	Double crop (2nd crop)	Р	Prevented Planting				
s	Subsequent crop (3rd or later crop)	F	Failed				
А	After prevented planted or failed	A	Abandoned (Only for Peanuts)				
E	Experimental (Not counted as a crop)	ш п	Means planted				
R	Repeat (same crop)						
В	Program crop behind a contract commodity or minor oilseed.						
Exampl	Examples: II-Initial Intended DF- Double crop failed I- Initial Planted						

## FSA CODES USED ON FSA-424 (FSA-578)

	INTENDED USE CODES					
Abbreviation	Explanation		Abbreviation	Explanation		
BR	Brooders		UL	Juice		
CN	Canning		LV	Leaves		
DE	Dry edible		ML	Molasses		
DS	Destroyed without benefit		OL	OII		
EG	Eggs		PP	Processing for pellets		
FD	Fodder		PR	Processed		
FF	Foodfish		RS	Rootstock		
FG	Forage		RT	Root(s)		
FH	Fresh		SD	Seed		
FN	Fingerlings		SE	Sets		
FZ	Freezing		SG	Silage		
GC	Greenchop		SK	Stockers		
GR	Grain		SO	Sod		
GZ	Grazing		ST	Storage		
GM	Green Manure					
GN	Greens		GP	Green peanuts		
НҮ	Нау		HP	Hogged peanuts		
HG	Haylage		NP	Nut peanuts		

LAND USE FLAG						
Abbreviation	Explanation		Abbreviation	Explanation		
F	Fruit or Vegetables		N	No Credit		
0	Other cropland (not counted for program purposes)					

## FSA CODES AND ABBREVIATIONS

# PLANTING PRACTICE CODES USED ON FSA-424 (FSA-578)

The planting practices on the FSA-424 (FSA-578) are FCIC planting codes. Refer to the FCI-35 for the code and code explanation.

A CROPS OTHER THAN FRUITS AND VEGETABLES (FAV)						
CROP NAME	ABBREV	CROP NAME	ABBREV			
Airlayer	AIRLY	Carnations, Edible	FICAR			
Alfalfa	ALFAL	Cassava	CASAV			
Amaranth Grain	AMAGR	Catnip	CATNP			
Anise Seed	ANISE	Chervil	CRVLX			
Balsam	BALSA	Chia	CHIA			
Barley	BARLY	Chives	CHIVE			
GPA Group A-Spring GPB Group B-Spring		Cilantro	CILAN			
SPR Spring WTR Winter		Cinnamon	CINNA			
WIII WIIIICI		Citron	CITRO			
		Clove Pinks, Edible	CLVPK			
Basil ASB Asian OTH Other SWT Sweet	BASIL	Clover ALC Alyce	CLOVR			
Bay Leaf	BAYLF	AHD Arrowhead BER Berseem				
Beans ADZ Adzuki CAS Castor FAB Faba LUP Lupine	BEANS	CRM Crimson MAM Mammoth OTH Other RED Red SUB Sub SWO Sweet Other				
Beans, Mung	MUGBN	SWH Sweet White SWY Sweet Yellow				
Biomass Trees	BIOMS	WHT White				
Birdsfoot Forage	BIFFO					
Borage	BRAGE					
Buckwheat	BUKWT	1				
Canola HOS High Oleic Spring OTH Other SPR Spring	CANOL	Coffee CIN Intensive OTH Other ROB Robusta	COFFE			
Caraway	CARWY	Coriander	SECOR			

# **CROPS REPORTED ON FSA-424 (FSA-578)**

CROP NAME	ABBREV	CROP NAME	ABBREV
Coreopsis	SECPS	Cotton, ELS	ELSCN
Corn	CORN	Cotton, ELS Nonprogram	ELSNP
GRN Grain GRC Grain County Only HCI Hybrid Interplanting HCS Hybrid Standard		Cotton, Upland	UPCN
		Cowpea **	COWPE
SLG Silage GRS Silage County Only		Crambe (Colewort)	CRAMB
GKS Shage County Only		Crotolaria	CRTLR
		CRP	CRP
		Cuphea	CUPEA
Corn (Nonprogram)	NPCRN	Dandelions, Domesticated	DANDD
PBBBaby Blue PopcornBLUBluePBLBlue PopcornEAREarINDIndianPMCMini-Corn PopcornNTSNuts		Dill	DILL
		Echinacea	ECHNA
		Fallow	FALOW
ORN Ornamental OTH Other		Fallow, Summer	SUMFL
PPK Pink Popcorn POP Popcorn		Fennel	FENNE
POP Popcorn RED Red PSB Strawberry Popcorn		Ferns ASP Aspedistra BOS Boston FSH Fishtail LTH Leather Leaf	FERNS
Corn (Sweet)** SWC Sweet Crisp SWE Sweet Early G&W FRH Sweet Fresh Market SHP Sweet Honey Pearl	SWCRN	MNG Ming OTH Other PIT Pitosporum PLM Plumosa UMB Umbrella	
SHYSweet HybridSWMSweet MiniatureSWOSweet Other Golder	ı	Flax	FLAX
SWS Sweet Shrunken		Flowers ACH Achillea ACR Acronlinium AFV African Violet	FLOWR

# CROPS REPORTED ON FSA-424 (FSA-578)

\*\* These varieties are also listed in the FAV table

## **CROPS REPORTED ON FSA-424 (FSA-578)**

A CROPS OTHER THAN FRUITS AND VEGETABLES (FAV) (Continued)							
CROP NA	ME	ABBREV	CROP NAME	ABBREV			
Flowers ( AGA AGR ALL ALS AMR AMA AMM ANT ANO ANP ANR ART AST BAB BAN BAS BLD BEL BIR BLT BUP CLL CAL CND CAR CNM CAR CNM CAR CNM CAR CNM CAR CNM CAR CNM CAR CNM CAR CNM CAR CNM CAR CNM CAR CNM CAR CHO CCR CHH CIR CLE COC COL CRN	Cont.) Agapanthus Ageratum Allium Alstroemeria Amaranth Amaryllis Ammobium Anemone Anthurium Anthurium Obake Anthurium Pastel Anthurium Red Artemisia Aster Baby's Breath Banana Bloom Banksia Belladonna Bells of Ireland Bird of Paradise Bletilla Buplerum Calla Lily Calladium Candy Tuft Canna Lily Carnation Carnation Miniature Caryopteris Celesia Celosia Plume Centaurea Centranthus Cherimoya Chocolate Chrysanthemum Pompon Church Cirisium Clematis Cockscomb Coleus Corn	FLOWR	Flowers (Cont.) COS Cosmos CRA Craspedia CPG Creeping Ph CRO Crocosmia CUT Cut DAF Daffodil DAH Dahlia DSG Daisy Glorio DSM Daisy Margu DSS Daisy Shast DEL Delphinium DIA Dianthus DIC Dicon DID Didiscus ECH Echeveria EDI Edible ELE Elephant Ear IVY English Ivy EUC Eucalyptus FLA Flamingo FMN Forget-me-n FRE Freezia GIL Gilia GIN Ginger GIP Ginger Pink GIR Ginger Red GLA Gladioli GOD Godetia GOM Gomphrena GRG Green Godda GYP Gypochilla GPS Gipsy HON Hall's Honey HEF Heather Fire HEM Heather Mel HEP Heather Reg HLC Helichrysum HLI Heliconia Ps IRI Iris Dutch KAL Kalanchoe KAN Kangaroo	sa lerite a ot ess vsuckle cracker anthria soluta lemina			

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Continued on the next page

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# CROPS REPORTED ON FSA-424 (FSA-578)

A CROPS OTHER THAN FRUITS AND VEGETABLES (FAV) (Continued)						
CROP NA	AME	ABBREV	CROP NAM	1E	ABBREV	
Flowers LAR LEU LIA LLA LLA LLA LLA LLO LIS LLN LOB LYC MAR MIN MOL MND MON MNC MYR NAR NIG ORC OCC OCY OCD OCS OCC OCY OCD ODS OCC OCY OCD ODS OCC OCY OCD ODS OCC PAC PAN PNW PEO PEA PET PHY PRO PYR QUN RAB ROS RHT RSM RSS RUD	(Continued) Larkspur Leucondendron Liatris Lily Asiatic Lily Easter Lily Oriental Lisianthus Lima Lantern Lobelia Lychnis Scarlet Marigold Mini Jacks Molluccella Monarda Montbretia Monte Casino Myrtle Narcissus Nigela Orchid Cattleyas Orchid Cattleyas Orchid Dendrobium Orchid Dendrobium Orchid Dendrobium Spray Orchid Moth Orchid Oncidium Spray Orchid Moth Orchid Oncidium Spray Orchid Phalaenopsis Pachysandra Pansy Pansy Wild Peony Pearly Everlasting Anaph Petunia Physostegia Protea Pyrethrum Queen Anne's Lace Ranunculus Rose Rose Hybrid Tea Rose Sweetheart Rudbeckia	FLOWR	SCA S SCH S SEA S SED S SED S STR S STR S STT S STG S STC S STW S SWA S SWP S SWW S S SWA S S SWA S S SWW S S SWA S S SWW S S SWW S S SWA S S S S S S S S S S S S S S S S S S S	ontinued) Salva Scabiosa Schizostilis Seafoam Sedahlia Snapdragon Star of Bethlehem Statice Statice Dinuata Statice German Stock Strawflowers Sweet Annie Sweet Pea Sweet William Fansy Thistle Globe Figridia Frachelium Fritoma Fuberose Fulip Jmbrella Verbena Veronica Water Hyancinth Maxflower Wild Gyp Keranthemum Yarrow Zinnia	FLOWR	

A CROPS OTHER THAN FRUIT AND VEGETABLES (FAV) (Continued)							
CROP NAME	ABBREV	CROP NAME	ABBREV				
Forage, Soybean/Sorghum	FORSS	Grass (Continued) BHI Bahia BGC Bent, Colonial BCR Bent, Creeping BGO Bent, Other BCM Bermuda, Common	GRASS				
Forage Seeding	FORGS	BCMBermuda, CommonBCSBermuda, CostalBSPBermuda, SprigsBGHBermuda, HybridBPGBlue PanicCBGBluegrass, CanadianBLKBluegrass, Kentucky					
Garlic ELE Elephant OTH Other	GARLC	BLHBluegrass, RoughBLRBluegrass, RugbyBLBBluestem, BigBLGBluestem, GordoKLBBluestem, Kleberg					
Genip	GENIP	BLLBluestem, LittleBLMBluestem, MedioBOWBluestem, Old WorldBLSBluestem, SandBLYBluestem, YellowBRMBrome, Mountain					
Ginger	GINGR	BROBrome, OtherBRPBrome, PolarBRRBrome, RegarBMIBrowntop MilletBUFBuffaloBFFBuffel					
Ginseng	GINS	CAN Canary CEN Centipede CRG Crabgrass CFG Creeping Foxtail, Garrison CFO Creeping Foxtail, Other					
Gourds	GORDS	DALDallisEASEastern Grama GrassEMEEmeraldFACFescue, ArctaredFCHFescue, ChewingFOTFescue, OtherFREFescue, Red					
Grass AES Aeschynomene ARG Argentine Bahia BAH Bahalia	GRASS	FRE Fescue, Red FSH Fescue Sheep FTA Fescue, Tall GBM George Black Medic GBU Grama, Blue GBH Grama, Blue Hachita					

# CROPS REPORTED ON FSA424 (FSA-578)

# EXHIBIT 13

# **CROPS REPORTED ON FSA-424 (FSA-578)**

CROP NAME AB		ABBREV	CROP NAME	ABBREV
Grass (C GBL GHA GSO GPG GNE GST HON JOH KLE LER LMS LSA LWE WIL ING MAG OTH ORG PAM PLB PRA	Continued) Grama, Blue Lovington Grama, Hairy Grama, Side Oats Green Panic Green Needle Green Sprangle Top Hontax Johnson Klein Leriope Lovegrass, Mason Sandhill Lovegrass, Sand Lovegrass, weeping Lovegrass, weeping Lovegrass, Wilmon Indian Magnar Native Other Orchard Pampas Plains Bristle Prairie	GRASS	Grass (Continued) WRG Wheat Grass, Egyptian WIN Wheat Grass, Intermediate WPU Wheat Grass, Pubescent WRF Wheat Grass, Ruf Fairway Crested WSI Wheat Grass, Siberian WSL Wheat Grass, Slender WST Wheat Grass, Slender WST Wheat Grass, Tall WWE Wheat Grass, Western ZOY Zoysia Ground Cover	GRASS
RRA RDT RCA RHO RAN RCW RPE	Ratibita, Red Redtop Reed Cherry Rhodes Rye, Annual Rye, Canadian Wild Rye, Perennial		Guar	GUAR
RRW SAI STA SMB SUD SWI TRU WBB	Rye, Russian Wildr Sainfoin Saint Augustine Small Burnett Sudan Grass Switch Trudane Wheat Grass, Blue		Guayule	GUAYU
WCR	Bunch Wheat Grass, Crested		Hesperaloe	HSPRL

Continued on the next page

A CROPS OTHER THAN FRUITS AND VEGETABLES (FAV) (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV	
Holly HLB Blue HBD Burford Dwarf	HOLLY	Lespedeza AMQ Amquail OTH Other	LESPD	
HBR Burford CAR Carissa CHI Chinese		Lesquerella	LSQRL	
CNPChinese NeedlepointIBPIlex Blue PrincessIGLIlex Green LustreJAHJapanese		Lupine BLU Blue OTH Other	LUPIN	
HLL Other		Maple Sap OTH Other SYP Syrup	MAPSP	
Home Garden (2 acres or less)	HMGRD	Majoram	MARJO	
		Meadowfoam	MDWFM	
Honey HON Table Honey NTB Nontable Honey	HONEY	Millet AFR African CAT Cattail/Pearl	MILET	
Hops CAS Cascade OTH Other	HOPS	DOP Dove Proso JPN Japanese OTH Other		
Horseradish	HORSE	Milkweed	MLKWD	
Нуѕѕор	HYSSP	Mint	MINT	
Hyssop, Anise	HYSPA	Mint, Apple	MINTA	
Indigo	INDIG	Misc. Oriental **	ORINT	
Japana	JAPAN	FRT Fruit LEV Leaves		
Jojoba	JOJOB	VEG Vegetable		
Kamut	KAMUT			
Kenaf	KENAF	Misc. Ornamental Field Crops	MSOFC	
Legumes	LEGUM	Mixed Hay	HAYMX	
Lemon Grass	LEMGS	AFB Alfalfa and Brome AFO Alfalfa and Orchard		

## **CROPS REPORTED ON FSA-424 (FSA-578)**

\*\* These varieties are also listed in the FAV table.

A CROPS OTHER THAN FRUITS AND VEGETABLES (FAV) (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV	
Mixed Hay (Continued) AFT Alfalfa and Timothy AGM Alfalfa Grass Mix GMA Grass Mix-below 25% Alfalfa OTP Oats and Peas OTV Oats and Vetch OTH Other RCT Red Clover and Timothy SMG Small Grain	ΗΑΥΜΧ	PeanutsADDAdditionalGRNGreenGHRGreen Half RunnerQUOQuotaRUNRunnerSPESpanish SoutheastSPWSpanish SouthwestVALValenciaVIRVirginia	PNUTS	
SGP Small Grain and Peas TGG Tall Grass/GT 25% Legume TGL Tall Grass/LT 25% Legume		Peas ** BLE Black Eye BUT Butter CAL Caley CHI China CRO Crowder ENG English FLD Field	DPEAS	
Moqua **	MOQUA	FLT Flat MIN Mini		
Mustard RED Red OTH Other	MUSTD	PAR Partridge PIG Pigeon PHL Purple Hull		
Nursery	NRSRY	RON Rondo SNA Snap		
Oats WTR Winter SPR Spring	OATS	SNO Snow SUG Sugar SNS Sugar Snap OTH Other		
Oregano	OREGA	WSD Wrinkled Seed		
Other Crop	OTHER			
Other Cropland	OCROP			
Pansies, Edible	FLPAN			
Parsley	PARSL			
Pea-cal (Field Pea/Triticale Cross)	CLPEA	Peppermint	PEPMT	

\*\* Some of these varieties are also listed in the FAV table.

A CROPS OTHER THEN FRUITS A	A CROPS OTHER THEN FRUITS AND VEGETABLES (FAV) (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV		
Perennial ANW Assorted Non-woody CLM Clivia Minata CYA Cyperus Albostriatrus MUS Musa	PRNIL	Plants (Continued) RDT Redtips SCH Schefflera SED Sedum SKL Skullcap	PLNTS		
Perilla	PERIL	SPD Spider URN Urnplant Bromeliad			
Perique Tobacco	PERIQ	VEG Vegetable Bedding WAT Water			
Plantago Ovata	ΟVΑΤΟ				
Plants ALL Allamanda	PLNTS				
BAL Balsam Red BTT Bottle Brush CRT Cartwheel		Propagative Stock	PROPS		
CHI Chinese Primrose Bedding COM Commercial Bedding CMP Compacta COX Coxcomb		Psyllium	PSYLM		
		Quinoa	QUINO		
ERA Eranthemum Blue ECO Euanymous Coloratus ESA Euanymous Savacoxie		Rapeseed	RAPE		
EVA Euanymous Variegated FEV Feverfew FLW Flowering FOL Foliage		Rice LGR Long Grain MGR Medium Grain SGR Short Grain	RICE		
OTG Geranium Other OWD Outdoor Woody PLA Geranium Platence		Rice, Sweet	RICES		
GUS Gusmania Bromeliad HNG Hanging Baskets HOC Hollyhock		Rice, Wild	RICEW		
HOS Hostas DEC Misc Decorative IND Misc. Indoor OKL Oak Leaf Red OLE Oleander OTH Other OOR Outdoor Ornamental PON Poinsettia		Rosemary	ROSEM		
		Rye OTH Other STW Straw	RYE		
		Safflower	SFLWR		
		Sage PIN Pineapple OTH Other	SAGE		

A CROPS OTHER THAN FRUITS AND VEGETABLES (FAV) (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV	
Sainfoin, Seed	SESFN	Shrubs (Continued) AZE Azalia Evergreen AEH Azalia Exburg Hybrid AZA Azalia BAR Barberry JBR Blue Rug Juniper EVG Broadleaf Evergreen	SHRUB	
Savory	SAVOR	CAN Caneberry BXC Chinese Boxwood CLE Cleyera BCM Common Boxwood COM Compacta CTH Cotoneaster Horizon COT Cotoneaster Other ELA Elaeagnus		
Seequa	SEQUA	BENEnglish BoxwoodERIErobotrya DeflexaEUMEugenia MyrtifoliaEUSEugenia SyzygiumEUGEuonymus GoldspotEUOEuonymusEUTEuonymus TricolorFIEFicus Elastica Forsythia		
Sesame	SESME	GAR Gardenia Jasminoides GRP Grapemyrtle HIB Hibiscus HYD Hydrangea INK Inkberry Boxwood JIR Irish Juniper JPN Japan Boxwood JAS Jasmine		
Sesame Leaf	SESLF	JUN Juniper KOR Korean Boxwood LIL Lilac LTL Littleleaf Boxwood LNG Longstalk Boxwood MAH Mahonia JMA Marcellus Juniper MCH Michigan Boxwood		
Shrubs ABE Abelia ACS Acacia Subporsa BXA American boxwood ARB Arborvitae AUC Aucuba	SHRUB	MCH Michigan Boxwood MTL Mountain Laurel NAN Nandina NND Nandina Dwarf NRR Narrowleaf Evergreen OTH Other PHL Philodendron PHT Photinia		

A CROPS OTHER THAN FRUIT AND VEGETABLES (FAV) (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV	
Shrubs (Continued) PRJ Pieris Japonica PIT Pittisparum Crassifolium PTO Pittosporum	SHRUB	Sorghum, Sweet ALU Alum CAN Cane OTH Other	SSORG	
PRI Privet JPD Procumbens Dwarf Juniper PUS Pussy Willow		Soybeans OTH Other PAN Panther	SOYBN	
PYR Pyracantha QUI Quince RCB Red Chokeberry RHO Rhododendron		Soybeans (Nonprogram) LER Lerado EDA Edamame	SOYBN	
SMF Small Fruit SPI Spirea TUP Tupidanthus Calyptratus		Spearmint OTH Other SCT Scotch	SPRMT	
WEI Weigela WIC Willow Corkscrew WIS Wisteria		Speltz	SPELZ	
		State Approved Cover	SACVR	
WDY Woody		Stover, Corn/Sorghum	SILSM	
		Sudex	SUDEX	
		Sugar Beets	SBEET	
		Sugarcane	SCANE	
Singua	SNGUA	Sunflowers	SNFLR	
Skip Rows/Sled Rows	SKPRW	OIL OII NON Non Oil (Confectionary)		
Snapdragons, Edible	FLSNP	OTH Other		
Sorrell	SORLX			
Sorghum, Grain GRS Grain HIF Hybrid Interplant Forage HIG Hybrid Interplant Grain HSF Hybrid Standardplant Fg	SORGH	Tarragon	TARRA	
		Thyme	THYME	
HSF Hybrid Standardplant Fg HSG Hybrid Standardplant Gr HSS Hybrid Standardplant Su		Timothy	тмотн	

#### Α CROPS OTHER THAN FRUITS AND VEGETABLES (FAV) (Continued) ABBREV **CROP NAME** ABBREV **CROP NAME** TREES Tobacco Trees (Continued) Colorado Spruce BURTB CSP Concolor Fir Burley CON CBA Cigar Binder (051) CIBTB COF Coniferus Evergreen Cigar Binder (052) CGA CIBTB CYP Cypress PDG Dogwood Pink CGA Cigar Filler (041) CIFTB WDG **Dogwood White** DUR Durian EAR Eastern Red Cedar CFA Cigar Filler/Binder (054) CFBTB Cigar Filler/Binder (055) CFB CFBTB Eastern Redbud ERB ENG **Engleman Spruce** FBJ **Ficus Benjamina** Cigar Wrapper CIWTB FRB Ficus Rubiginosa BLF Fir Balsam DAA Dark air-cured (035) DACTB DAB Dark air-cured (036) DACTB CNF Fir Canna Fir Douglas DGF FRA Fire-cured (022) FICTB FRF Fir Fraser Fire-cured (023) FICTB FLO **Flowering Pear** FRB Flowering Shade SHD Fruit FCD Flue-cured (11A) FCTB FRT Flue-cured (11B) FCE FCTB HCK Hackberry FCA Flue-cured (012) FCTB CRU Hawthorne crusader FCB Flue-cured (013) WAS Hawthorne FCTB Flue-cured (014) FCC FCTB Washington HML Hemlock Maryland **MDTB** JAB Jaboticaba BLL Locust Black Virginia Fire-cured **VFCTB** Locust Honey HOL Magnolia MAG **VSCTB** MAP Maple Virginia sun-cured Maple Japanese Red JRM TREES Trees Maple Red RDM AMB American Beech Noble Fir NOB ASH Ash NRW Norway Spruce AUS Asutrian Pine NUT Nut BAU Bauhinia Blakeana OAK Oak BLS Black Spruce Black Tupelo BKT Blackhills White Spruce BLK Calamondin CAL CAM Camellia Camellia Japonica CAJ Canadian Hemlock CAN CED Cedar China CHI COB Colorado Blue Spruce

#### **CROPS REPORTED ON FSA-424 (FSA-578)**

#### Α CROPS OTHER THAN FRUITS AND VEGETABLE (FAV) (Continued) **CROP NAME** ABBREV **CROP NAME** ABBREV TREES Triticale TRICL Trees (Continued) POK Oak Pin RDO Oak Red STO Oak Sawtooth Turn Areas, Terraces, etc. TRNAR WOK Oak White WLM Oak Willow OTH Other PLM Palm TRNIP Turnips \*\* PAW Paw Paw HYB Hybrid DWF Pine Dwarf Mugho ORT Oriental EST Pine Eastern White OTH Other Pine Norfolk NOR SSH Pine Slash Vanilla VANIL Podocarpus Henckelii POH POU Podocarpus Usambarenis PON Ponderosa VRBLM Verbena, Lemon Prairie Fire Crabapple PRA PRP **Purple Plum River Birch** RVB RMJ Rocky Mountain Juniper Vetch VETCH SCH Sand Cherry COM Common SAS Sassafras CRW Crown SCT Scotch Pine HRY Hairy SHH Shagbark Hickory OTH Other SRW Sourwood Vines VINE SWW Southwestern White BOX SUG Sugar Maple Boston Ivy Distictis Rivers Sycamore DIS SYC TUP LON Lonicera Hailderandiana Tulip MAN Mandivilla Amabillis UMB Umbrella VAP Virginia Pine PET Petrea Bolubilis STP Stephanotis WTO Water Oak WTP White Pine WAMPI Wampi WHT White Spruce WIL Willow DYW Yew Densiformis JPY Yew Japanese Waterbank WBP Water Impoundment Structure WTRIS COM Commercial NON Non Commercial

#### **CROPS REPORTED ON FSA-424 (FSA-578)**

\*\* These varieties are also listed in the FAV table.

A CROPS OTHER THAN FRUITS AND VEGETABLES (FAV) (Continued)					
CROP NA	ME	ABBREV	CROP NAME	ABBREV	
Wheat	Hard Amber Durum	WHEAT	Wildflower	WLDFL	
HAD HRS	Hard Red Spring		Wildlife Food Plot	WLDFP	
HRW SRW	Hard Red Winter Soft Red Winter		Worm Grass	WRGRS	
SWS SWW	Soft White Spring Soft White Winter		Yu Cha ** (Tea Oil Tree-oilseed plant)	YUCHO	

B AQUACULTURE			
CROP NAME	ABBREV	CROP NAME	ABBREV
Amur ADF Diploid ATF Triploid	AMUR	Shrimp (Continued) SHM Medium SHP Postlarve	SHRMP
Bass BLF Large-Mouth	BASS	SHS Small	
BTI Bass Striped		Threadfin Shad	TFSDF
		Tiliapia	TILAP
Blue Gill	BLUGL	TLR Red TLB Black	
Carp CBF Bighead CCH Chinese	CARP	OTH Other	
		Tropical TEL Extra Large	TROPI
Catfish CFC Chinese	CATFI	TEX Extra Small THL Haplochromine	
OTH Other		TLL Lamprologuine TFL Large	
Crappie	CRAPF	TML Mbuna Cichlid TFM Medium TFO Other TFS Small TSL Super Large TSS Supers TTM Tanganyika	
Redfish	REDFI		
Shell Cracker	SHCRK		
Shrimp SGO Gobo SHL Large	SHRMP	Trout	TROUT

\*\* This is also listed in the FAV table.

#### С **FRUIT AND VEGETABLES** ABBREV **CROP NAME** ABBREV **CROP NAME** Acerola (Barbados Cherry) AZARL BEANS Beans ANA Anasazi BBL Baby Lima BTU Black Turtle Almonds ALMND BRO Broad BVG **Bush Variety** BUT **Butter** Butter Clyde BCL Chinese String CHI Antidesma ANTID CRA Cranberry DRK Dark Red Kidney DIX **Dixie Butter** FAV Fava APPLE **Apples** Feijoas FEI CRB Crab FSW Flat Small White FUJ Fuji Garbanzo (Chick Peas) GAR FRH Fresh Great Northern GTN Other OTH GRN Green Processed PRC GBF Green Baby French APRCT Apricots Green Pinto GPI FRH Fresh GAB Group A PRC Processed GBB Group B OTH Other HAR Haricotvert JCK Jack Artichokes ARTIC Jacobs Cattle JAC KEB Kent Blue LGL Large Lima Light Red Kidney LRK Arugula ARUGA Limas - Canning LCB Long LON MAR Marafat MLI Miscellaneous Lima Asparagus ASPRG MIX Mixed NAV Navy OCT October Other OTH ATMYA Atemoya (Custard Apple) PEA Pea PNK Pink PNT Pinto PLE Pole AVOCD Avocados Pole Columbus Beans PLC ROM Roma SHL Shelli SMR Small Red Bananas BANAN BFB Bluefield CVB Cavendish INB Intensive OTH Other

#### **CROPS REPORTED ON FSA-424 (FSA-578)**

#### С FRUITS AND VEGETABLES (Continued) ABBREV **CROP NAME** ABBREV **CROP NAME** Beans (Continued) \*\* BEANS BRCLI Broccoli SMW Small White CHI Chinese Snap - Canning SCB OTH Other SGR Snap - Green ROB Robb Snap-Wax WAX BRCFL Broccoflower Soldier SOL Sulfer SUL TAH **Taylor Horts** BRCXC Broccolo-Cavalo VEL Velvet WHR White Half Runner WKD White Kidney **Brussel Sprouts** BRUSL WIN Wing YRD Yardlong YEY Yellow Eye Cabbage CABAG CLR Celery CHI Chihilli CHN Chinese BEETS Beets Choy Sum CHS MAN Mangel HYB Hybrid OTH Other Hybrid Chinese HYC RED Red NAP Napa BLKBR Other Blackberries OTH PCH Pak Choi (Bok Choy, CHT Chester EVG Evergreen Bokoy) OTH Other РКС Pak Kai Choy Pak Van PVN BLUBR **Blueberries** RED Red HBS Highbush SAV Savoy Other OTH SHA Shanghi Bok Choy RAB Rabbiteye SHC Shum Choy TOC Toc Choy BOYSN **Boysenberries** YUC Yu Choy Breadfruit BREAD Cai Lang CALNG

### **CROPS REPORTED ON FSA-424 (FSA-578)**

Continued on the next page

\*\* These varieties are also listed in the Non-FAV table.

C FRUITS AND VEGETABLES (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV	
Caimito	CAMTO	Citrus Trees	CTRES	
Carambola (Star Fruit)	CRMBA	EMO Early & Midseason Oranges		
Cardoon	CARDN	GFT Grapefruit		
Carob	CAROB	LTO Late Oranges LEM Lemon		
Carrots HYB Hybrid MNE Minie OTH Other	CARRT	LIM Lime ORN Orange OTH Other OFG Other Grapefruit RSG Red Ruby & Star Ruby		
Cascadeberries	CSCDB	Grapefruit RRG Ruby Red Grapefruit		
Cashew	CASHE	KKG Kuby Keu Grapenun		
Cauliflower	CLFLW			
Celeric	CLERI	Coconuts	COCON	
Celery	CLERY	Coffee **	COFFE	
Chayote	CHAYO	CIN Intensive ROB Robusta		
Cherimoya (Sugar Apple)	CHRMY	OTH Other		
Cherries OTH Other RNR Rainier	CHERY	Collards	COLLD	
SWT Sweet TRT Tart		Corn (Sweet) **	SWCRN	
Chestnuts	CHENT	SWC Sweet Crisp SWE Sweet Early G & W		
Chicory OTH Other CHW Witloof	CHICO	FRHSweet Fresh MarketSHPSweet Honey PearlSHYSweet HybridSWMSweet Miniature		
Chinese Mustard	SCMSD	SWO Sweet Other Golden SWS Sweet Shrunken		
Chufas	CHUFS			
Chumgamoo	CHUNG			

Continued on the next page

\*\* These varieties are also listed on the Non-FAV table.

C FRUITS AND VEGETABLES (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV	
Cowpea **	COWPE	Figs	FIGS	
Cranberries	CRNBR	ADR Adriatic BMF Black Mission		
Cressie Greens	GRCRS	CAL Calimyrna KDT Kadota		
Cucumbers ENG English JAP Japanese	CUCUM	OTH Other Gai Lein	GALEN	
OTH Other PKL Pickling		Gailon	GALON	
Currants	CURRN	Galanga	GALAX	
Cushaw	CUSHW	Gooseberries	GOOBR	
Dasheen	DASHE	Grapefruit CSD Colored (Pink & Red) Seedless III CSF Colored (Pink & Red) Seedless IV OGF Other Grapefruit Fresh OGJ Other Grapefruit Juice OTH Other RRF Ruby Red Grapefruit Fresh RRJ Ruby Red Grapefruit Juice SDY Seedy SRF Rio Red/Star Ruby	GFRUT	
Dates	DATES			
Dungua	DNGUA			
Eggplant CHE Cherry JAP Japanese MIN Mini OTH Other THA Thai	EGGPL			
Elderberries	ELDBR	Grapefruit Fresh SRJ Rio Red/Star Ruby Grapefruit Juice		
Elut	ELUT	WGJ White Grapefruit Juice WSD White Seedless Fresh		
Endive EDF Frizee OTH Other	ENDIV	Grapes	GRAPE	
Escarole	ESCRO	ALB Alicante-Bouschet ALM Almeria		
Etou	ETOU	BAR Barberas		

Continued on the next page

\*\* This is also listed in the Non-FAV table.

C FRUITS AND VEGETABLES (Continued)					
CROP NAME		P NAME ABBREV		CROP NAME	
Grapes (C		GRAPE	Grapes (C		GRAPE
BLM	Black Mission		MIS	Mission	
BUR	Burger		MUL	Mullerthurgau	
CAB	Cabernate		MUS	Muscadine	
CBF	Cabernet Franc		MUC	Muscat	
CPF	Cabernet Pfeffer		MUA	Muscat of Alexander	
CBS	Cabernet Sauvignon		MUB	Muscat Blanc/Muscat	
CAL	Calmeria			Canneli	
CAR	Carignane		MUH	Muscat Hamburg	
CAN	Carnelian		NAG	Napa Gamay	
CAY	Cayuga		ОТН	Other	
CHA	Chardonnay		ORW	Other Red Wine	
CHB	Chenin Blanc		OWW	Other White Wine	
CHE	Chelois		PGC	Palomino Chasselas	
CHN	Chancellor		PAY	Payon-D' Or	
CHR	Christmas Rose		PER	Perlette	
CMB	Chambourcin		PES	Petita Sirah	
COB	Colobel		PEV	Petita Vardot	
COL	Columbard French		PTB	Pinot Blanc	
DEC	Dechaunac		PGR	Pinot Gris	
EMR	Emerald Riesling		PNO	Pinot Noir	
EPP	Emperors		PSG	Pinot St. George	
FST	Fiesta		PRT	Port	
FLS	Flame Seedless		RDG	Red Globe	
FLR	Flora		RML	Red Malaga	
GAB	Gamay Beaujolais		RIB	Riber	
GAM	Gamay		RIE	Riesling	
GEW	Gewurtztraminer		RTY	Royalty	
GRH	Green Hungarian		RBD	Rubired	
GRE	Grenache		RUB	Ruby Seedless	
GRY	Grey Riesling		RUC	Ruby Cabernet	
GA1	Group A		RRS	Ruby Red Seedless	
GB1	Group B		SAL	Salvador	
GB2	Group B		SAB	Sauvignon Blanc	
GB3	Group B		SAU	Sauvignon Vert	
GB4	Group B		SCH	Schurebe	
GB5	Group B		SEM	Semillon	
ISH	Interspecific Hybrid		SEY	Seyval	
ITA	Italia		STE	St. Emilion (Ugni Blanc)	
KER	Kerner		SUL	Sultana	
MAL	Malbec		SYL	Sylvaner	
MAB	Malvasia Bianca		SYM	Symphony	
MSB	Malvoisie Black		SYR	Syrah/French Syrh	
MAT	Mataro			Shiraz	
MRT	Meriot		THP	Thompson Seedless	
MER	Merlot		TMD	Tinta Madera	
MEU	Meunier		TOK	Tokay	
			VBL	Villard Blanc	

C FRUITS AND VEGETABLES (Continued)				
CROP NAME	ABBREV	CROP NAME	ABBREV	
Grapes (Continued) VDB Vidal Blanc VDP Valdepenas	GRAPE	Kiwifruit	KIWIF	
VEN Venus VIG Vignoles VNR Villard Noir		Kohlrabi	KOLRA	
VVN Vitis Vinifera WCY White Cayuga WML White Malaga WHR White Riesling		Kumquats	KUMQU	
ZIN Zinfandel GRA Grapes 75% = one Variety		Leeks	LEEKS	
GRB Grapes 50-74% = one Variety GRC Grapes 1-49% = One Variety TGA Table Grapes 75% =		Lemons LMV Lemon - Type V LVI Lemon - Type VI OTH Other	LEMON	
One Variety TGB Table Grapes 50-74%= One Variety		Lentils	LENTI	
TGC Table Grapes 1-49% = One Variety		Lettuce BAB Baby Gourmet BIB Bibb	LETUC	
Guamabana	GUAMA	HED Head BOS Boston		
Guavaberry	GUBRY	FAL Fall		
Guavas TGA Tropic OTH Other	GUAVA	ICE Iceberg LEF Leaf RED Red RUB Rubens		
Guy Choy Chinese Mustard	GCCMS	RMW Romaine SPR Spring		
Hazel Nuts	HAZNT			
Huckleberries	HUKBR			
Jack Fruit	JCKFR			
Jerusalem Artichokes	ARTIJ			
Kale	KALE	Limequats	LIMEQ	
FLW Flowering OTH Other		Limes	LIMES	
Kamut**	KAMUT	TAH Tahiti OTH Other		
Kenya	KENYA	Lobok	LOBOK	

\*\* This is also listed in the Non-FAV table.

#### С FRUITS AND VEGETABLES (Continued) **CROP NAME** ABBREV **CROP NAME** ABBREV LOGBR Melons (Continued) MELON Loganberries WAT Watermelon LONGN Longan WNT Winter LOQUA Loquats MESPL Lotus Root LOTRT Mesple Lychee (Litchi) LYCHE Misc. Oriental ORINT MACAD MIZUN Mizuna Macadamia NUT Macadamia Nuts MOQUA Moqua TRE Macadamia Trees **Mulberries MULBR** MANGO Murcotts MURCT Mangos **MNGST MUSHR** Mangosteen Mushrooms Marionberries MARBR **Mustard Greens** MUSGR Mar Bub MRBUB Nectarines NECTR FRH Fresh Melongene MELNG OTH Other MELON Melons CAL Calabaza CAN Canary CNT Cantaloupe Cantaloupe, Fall Ny Yu NYYU CFL Cantaloupe, Summer CFS Casaba CAS **Chinese Bitter** CBM Okra OKRA CIT Citron CHN Chinese CRN Crane OTH Other CRE Crenshaw Honeydew HON OLABR **Olallieberries** Honeydew, Fall HNF Honeydew, Summer HNS Israeli Hayogen ISR Juan Canery JUC Olives OLIVE Korean Golden KGD ORF Orange Flash OTH Other PER Persian Onions ONION SAN Santa Claus BEL Beltsville Bunching SDL Seedless Watermelon SHR Sharlyn

#### CROPS REPORTED ON FSA-424 (FSA-578)

#### С FRUITS AND VEGETABLES (Continued) **CROP NAME** ABBREV **CROP NAME** ABBREV ONION Other Fruits and Vegetables OFAV **Onions** (Continued) GRN Green HYB Hybrid Papaya PAPAY OTH Other BAB Babaco RED Red OTH Other Sweet, Early SWE SNR Sunrise SWL Sweet, Late LWP Little White Pearl Paprika PAPRI STR Storage TLW Tokyo Long Parsnip PARSN White Bunching WHT White Passion Fruit PASFT YHY Yellow Hybrid PEACH Peaches CLI Cling PRC Processed Freestone FRE FRH Fresh OTH Other Opo OPO \*SF Freestone-Fresh SFR SPR \*SF Freestone-Processed SCP \*SF Cling-Proc. Ext. Early \*SF Cling-Proc. Earlies SCE ORANG Oranges \*SF Cling-Proc. Late SCL BLT Blood & Toerh SCX \*SF Cling-Proces Extra I Early/Midseason, Fresh EMF Late EMJ I Early/Midseason, Juice ERL Early \*SF means Stonefruit Early/Midseason ETM LAT Late LTF II Late, Fresh II Late, Juice LTJ Mandarins MND Pears PEARS NIN Minneolas ASN Asian MSO I Mid-Season Green Bartlett BLT NAV Navel (Type I) BOS Bosc Navel (Type IV) NVL CRD Crimson Red OTH Other OTH Other SWT Sweet TMP Temple Valencia VLN

### **CROPS REPORTED ON FSA-424 (FSA-578)**

C FRUITS AND VEGETABLES (Continued)			
CROP NAME	ABBREV	CROP NAME	ABBREV
Peas, ANPC AUS Austrian YEL Yellow GRN Green (Other) GRE Green (Early)	DPEAS	Pecans IMP Improved NAT Native OTH Other TRE Tree	PECAN
GRL Green (Late) GRM Green (Midseason) GRP Green (Petite) UMA Umatilla		Peppers ANA Anaheim BAN Banana BLR Bell, Red BLY Bell, Yellow CAY Cayenne CHR Cherry CUB Cubanel GOU Gourmet Mini GRC Green Chili HOT Hot (Jalapeno, etc.) ITA Italian	PEPRS
Peas**BLEBlack EyeBUTButterCALCaleyCHIChinaCROCrowderENGEnglishFLDFieldFLTFlatMINMiniPARPartridgePIGPigeonPHLPurple HullRONRondoSNASnapSNOSnowSUGSugarSNSSugar SnapOTHOther	DPEAS	JAL Jalapeno MIN Mini ORD Oriental Red ORS Oriental Sweet OTH Other PEP Pepino PIM Pimento RED Red Chili SPT Sport SWT Sweet Bell SGB Sweet Green Bell SRB Sweet Red Bell TOB Tobasco	

\*\* These varieties are also listed in the Non-FAV table.

#### С FRUITS AND VEGETABLES (Continued) ABBREV **CROP NAME** ABBREV **CROP NAME** PERSI Potatoes, Sweet **SWTPO** Persimmons Other OTH SBE Sweet Beniato Pineapple **PNAPL** SHA Sweet Hayman OTH Other SPC Speciality PISTA PRUNS Pistachios Prunes Plantain PLANT Pummelo PUMLO PLUMC Plumcots Pumpkins PUMKN MIN Mini Plums PLUMS OTH Other FRI Friar QUINC OTH Other Quinces Pomegranates POMEG Radicchio RADIC Potatoes ΡΤΑΤΟ Radishes RADIS OTH All Others CHI Chinese POT All Types CHM Chimes Group A DAI Daikon GRA GRB Group B HYB Hybrid IRS Irish Redskinned KOR Korean ORG Organic OPN **Open Pollinated** RED Other Reds OTH RDN **Reds Non-Seed** RAISN Raisins Reds Seed RDS RUS **Russets** RUN Russets Non-Seed Raisins, Distilling RASND RSS **Russets Seed** SED Seed RMBTN Rambutan WHT Whites WHN Whites Non-Seed WHS Whites Seed RAPEG Rape Greens Rapini RAPIN RASBR Raspberries BLA Black FAL Fall OTH Other RED Red

### CROPS REPORTED ON FSA-424 (FSA-578)

#### FRUITS AND VEGETABLES (Continued) С **CROP NAME** ABBREV **CROP NAME** ABBREV RECAO SQASH Recao Squash (Continued) White Zucchini WZC Rhubarb RHUBR WTR Winter YEL Yellow Rutabaga RUBAG ZUC Zucchini Salsify (Oyster Plant) SALSI Sapodilla SPDLA Sapote SAPBK Strawberries **STWBR** BLA Black SUGAP Sugar Apples MAM Mamey OTH Other Suk Gat WHI White Swisschard SWCHR Tangelos TANGL MIN Minneloa (VII) SCALN Scallions ORL Orlando (VIII) SHALL Shallots Tangelos (IV) TAN OTH Other Shiso SHISO Spinach SPINC OTH Other TANGR Tangerines VIN Vine TANGS Tangors Spring Leaf SPGLF Tangos TANGO Squash SQASH Tannier (Yautia) TANRS ACN Acorn BAN Banana TAROL Tarro Leaf BTT **Butternut** CHN Chinese Tarro Root TAROR DUN Dunges CHN Chinese Gerber GBR OTH Other HUB Hubbard Teff KOB Kobacha TEFF LGY Large Yellow Mini TINDR MIN Tindora OTH Other SCA Scallop Tomatillos TOMTL SPG Spaghetti SUM Summer (Yellow) Tomatoes TMATO SUN Sunburst CHR Cherry FRH Fresh

#### **CROPS REPORTED ON FSA-424 (FSA-578)**

C FRUITS AND VEGETABLES (Continued)							
CROP NAME	ABBREV	CROP NAME	ABBREV				
Tomatoes (Continued) GRN Green JAP Japanese PLM Plum	ТМАТО	Turnips ** HYB Hybrid OTH Other ORT Oriental	TRNIP				
PRC Processed OTH Other		Turnip Greens	TURGR				
		Walnuts	WLNUT				
Trees	TREES	Water Cress	WACRE				
AVO Avocado CAR Carambola		Wax Jumbo Fruit	WXJMB				
MAN Mango		Yam	YAM				
		Yu Cha **	YUCHO				
Tua Chai	SEETC						

\*\* These varieties are also listed in the Non-FAV table.

# ADJUSTER'S CHECKLIST

## ADJUSTER'S CHECKLIST

## A <u>General Information for insurance provider</u>

- (1) This checklist or a similar checklist provided by the insurance provider is required to be completed each time an adjuster makes a farm visit. (The insurance provider may choose to develop a similar checklist that has been modified to fit their region and the crops insured.)
- (2) The checklist is to be used as a tool to assist the adjuster in determining that important verifications have been made. It may be utilized for other purposes, such as review of adjusters' work, etc.
- (3) If the insurance provider chooses to use this checklist, be aware that this checklist was designed to be used nationwide. There may be some items that are not applicable to a particular geographical area or crop. On the other hand, there may be items that are not included on this list because they are specific to ONLY certain geographical areas or crops. Therefore, at the bottom of this checklist, space has been provided to add additional items that may be needed but have not been included.

#### B Adjuster completion instructions

- (1) Enter the insured's name, claim number, contract number, crop(s) and units inspected during the farm visit, and purpose of farm visit; e.g., acreage report review inspection, preliminary inspection, growing season inspection, final inspection, etc.
- (2) With a check mark, indicate "Yes" or "No" for each item on the checklist. If the item cannot be answered with a "Yes" or "No," explain on the line provided by each item or on the back of the checklist if more space is needed. Be sure to appropriately identify any comments made on the reverse side.
- (3) Signature is optional unless otherwise locally instructed; however, it is recommended that adjusters sign the form to facilitate any necessary follow-up action.
- NOTE: An indication that a particular item has been verified, such as "Special Option endorsements verified" is intended to be an indication that you not only verified that the insured had the option, endorsement, etc., but that you also verified the insured's eligibility for such option, etc., and that all applicable provisions have been met and applied properly in the adjustment of the loss.

### Distribution

Place the completed checklist in the insured's contract folder. No other copies are required to be distributed unless otherwise instructed by the insurance provider.

## ADJUSTER'S CHECKLIST

	Insured's name			Claim number	Policy number					
YES	NO			Crop(s)-Unit(s)						
		1	Insured Present							
		2	Insurable Entity Verified_							
		3	Timely Notice							
		4	Share Verified							
		5	Companion Contract Veri	fied (if applicable)						
		6	Legal Description Verified	l						
		7	Practice(s) Insurability Ve	Practice(s) Insurability Verified						
		8	Insurable Type/Variety Ve	Insurable Type/Variety Verified						
		9	Planting Dates Verified	Planting Dates Verified						
		10	Unit/Unit Division Verified	t t						
		11	Risk Area Verified							
		12	Insurable Cause Of Loss_							
		13	Similar Damage							
		14	Reasonable APH							
		15	Insurable Acreage							
		16	Sharing Interests							
		17	Options/Endorsements							
		18	Review Previous Reports_							
		19	Previous Appraisals							
		20	Quality Adjustment Eligib	ility Verified						
		21	Acreage Determined/Metl	hod						
		22	Acreage Replanted							
		23	Replanting Payment							
		24	Certification Form							
		25	Sold Production Verified_							
		26	Farm Stored Production V	/erified						
		27	Commingled Production_							
		28	Fed Production Verified_							
		29	Other Names/Entities for	Production Verified						
		30	All Production Accounted	l For						
		31	Unusual/Controversial Cir	cumstances						
		32	Reviewed Completed Clai	im with Insured or Insured's Repre	sentative					
		33	Obtained Signatures							
		34	Other							
		35	Other							
Adjust	ter's Sig	gnature	9	Date						

## CERTIFICATION FORM AND COMPLETION INSTRUCTIONS

# COMPLETION INSTRUCTIONS FOR THE CERTIFICATION FORM

Refer to paragraph 74 for detailed information pertaining to uses of this form.

<u>Complete</u> the following entries:

- A <u>Items 1 thru 12</u> and items 17 (intended use), 21, 22 and 23.
- B <u>The insured will complete</u> the following entries: Items 13, 14, 15, 16, 17 (actual use), 18, 19 and 20.
- C <u>Item numbers below apply to</u> replant, crop with no market value (such as aflatoxin-infected corn), and final inspections (unless otherwise designated) and correspond with item numbers on the Certification Form.

Item No. Completion instructions:

- 1 Contract number exactly as shown on the most recent policy confirmation.
- 2 Name of insured PRINTED exactly as shown on the most recent policy confirmation.
- 3 Date originated (inspection date).
- 4 Name of crop.
- 5 Farm Serial Number from the acreage report after verification.
- 6 Name of the individual (or office) and address of where the completed Certification Form will be mailed.
- 7 Unit number from acreage report after verification.
- 8 Total acres, to tenths, of crop on the unit. Account for all crop acreage on the unit.
- 9 Enter Crop Year.
- 10 Identification symbol for each field (corresponds to the entry for this item on the claim form. Leave items 10 thru 17 blank when completed for special delayed claims (see PAR. 77).
- 11 Intended use of the acreage in the field. Make separate line entries for different intended uses of fields or subfields ("plow-under," "cut for hay," "destroy aflatoxin-infected corn," "destroy zero-value production", etc).
- 12 Acres, to tenths, of the intended use. (The acreage of all fields and subfields, must equal the total acres in the unit as shown in item 8.)

### COMPLETION INSTRUCTIONS FOR THE CERTIFICATION FORM (Continued)

Item No. Completion instructions:

- 13 Actual use of the acreage in the field (when completed). Make separate line entries for different actual uses.
- 14 Acres, to tenths, of actual use. (The acreage of all fields and subfields must equal the total acres in the unit as shown in item 8.)
- 15 Date that any acreage was replanted, crop with no market value (such as aflatoxin-infected corn) was destroyed, OR that each field in the ENTIRE unit was put to another use.
- 16 For replant payments only: Insured's actual cost per acre for replanting.
- 17 Total acreage of intended use and actual use, respectively.
- 18 Enter any remarks necessary to explain any entries on the form. (Method(s) used to destroy aflatoxin-infected corn or production records available).
- 19 Signature of the insured or insured's authorized representative, if applicable, after the actual use and after the Certification Form, has been completed. If the landlord and tenant are both insured, the operator's (tenant's) certification can be used for both the landlord and operator.
- 20 Date of signature by the insured.
- 21 Acceptance or rejection as signified by a check mark in the corresponding box. If the Certification Form is rejected, refer to paragraph 104.

NOTE: A second field inspection is required for:

- (1) mycotoxin infected crops that are infected at a level which Federal or State law require destruction of the production.
- (2) special delayed claims to verify information reported.
- 22 Code number and signature by the adjuster or supervisor who accepted (or rejected) the completed form.
- 23 Date of signature by the adjuster or field representative.
- DISTRIBUTION: Unless otherwise instructed by the insurance provider distribute copies as follows:
  - Original and one copy to the insured.
  - One copy to the contract folder.

**APRIL 1997** 

CERTIFICATION FORM										
Complete and mail this form within five (5) days after: All acreage in the unit has been put to another use, or completion of replanting on the unit for replanting payment <u>1</u> /										
1. CONTRACT N	NO.		2. INSURED 3. DATE ORIGI					ED		
XX-XX-XX	XXXX			. INSURED		06/15/YY				
4. CROP			5. <b>FARM</b>	SERIAL NO.		6. <b>M</b>	AIL TO:			
Soybeans	Soybeans 1264					iNSURANCE PROVIDER				
5. <b>UNIT NO.</b> 0100	8. UNIT ACRES 85	0	9. YEAR 19YY				ANY STREET ADDRESS			
Replant/Other Use	e of acreage Identified a	bove w	as complet	ted on the dates(s) showr	1:	ANY TOWN, STATE XXXXX				
10. FIELD ID	11. INTENDED USE	12. /			14. <b>AC</b>	RES	15. <b>DATE</b>	16. REPLANT COST PER ACRE		
А	To Replant		20 0	Replanted	2	0 0	6/30/YY	18.00		
А	Not Replanted		20 0	Not Replanted	2	0 0				
В	Not Replanted		45 0	Not Replanted	4	5 0				
17. TOTALS			85 0		8	5 0				
18. REMARKS <u>1/ Refer to the crop policy qualifications for replanting payments.</u> <u>Isubmit this report pursuant to the requirements of my above-identified crop insurance contract, and I certify that to the best of my knowledge and belief the information shown above is correct and that such information can be used for processing the claim which I previously signed. <b>10. INSURED'S SIGNATURE 120. DATE</b></u>										
								/30/YY		
$I : I \lor I : I I $ I I I SUI EU							3. DATE			
	ACCEPTED I D. A. A. diustor 7/5/YY									
ORIGINAL										

#### SELF-CERTIFICATION REPLANT WORKSHEET AND COMPLETION INSTRUCTION

## SELF CERTIFICATION REPLANT WORKSHEET COMPLETION INSTRUCTIONS

The following items correspond with the item number on the Self-Certification Replant Worksheet Form example in this exhibit. Complete items as follows:

<u>Item</u> No.

- 1 Insurance provider's name.
- 2 Insured's name as shown on the most recent Policy Confirmation.
- 3 Policy number from the most recent Policy Confirmation.
- 4 Crop year and crop; e.g., 1997 Soybeans.
- 5 Claim Number.
- 6 Insured's share to THREE decimal places. (If shares vary on same UNIT, all shares must be listed and the acreage associated with each share must be identified.)
- 7 Unit number from the acreage report.
- 8 FSA Farm Serial Number for the replanted acreage.
- 9 Total number of insurable acres in the unit.
- 10 Total number of replanted acres.
- 11 Legal description(s) where acreage is replanted.
- 12 Insured cause of damage.
- 13 Month plus the year, during which MOST of the insured damage occurred. Include the specific DATE where applicable; e.g., JUN 1-YY.
- 14 Date acreage was originally planted.
- 15 Date acreage was replanted.
- 16 Sketch of the field and replanted acreage (shaded as instructed on worksheet).
- 17 Initial type/practice and the type/practice used for the replanted acreage (indicate by placing a check mark by the applicable practice). Write in practice or type if not listed. Write in tillage method used for the original planting and tillage method used for the replanted acreage.

### SELF-CERTIFICATION REPLANT WORKSHEET AND COMPLETION INSTRUCTION

<u>Item</u> No.

- 18 Insured's estimate of yield potential per acre on acres to be replanted.
- 19 Mark "YES or "NO" as indicated.
- 20 Mark "landlord", "tenant", or "owner/operator" to indicate insured entity.

Insured's TOTAL ACTUAL cost to replant the acreage. (Only the dollar amount the insured paid or is liable for.)

- 21 Indicate whether an agreement exists with any other insured party to incur the entire cost of replanting or to receive all replant payments. If question in item 19 is answered "yes" include documentation of the agreement. If such provision is not shown in the policy, replant payments are limited to the insured's actual cost times the share no matter what agreement is in effect.
- 22 Insured's signature and date, certifying to information on the worksheet.
- Adjuster's signature, code number, and date (after reviewing and determining worksheet is correctly completed and crop acreage is eligible for a replanting payment.)

GENERAL RANDOM REVIEW (AUDIT) INFORMATION.

- (a) Items 24-31 of the worksheet are to be completed when a random review (audit) is done.
- (b) Use a Statement of Facts when there is not room in item 23 for documenting additional information or reasons for differences found during the review.
- (c) As part of the random review determine the unit acreage. If the determined acreage does not agree with what is on the worksheet, enter this fact in item 23 or on a Statement of Facts.
- (d) Any information recorded on the Self-Certification Replant Worksheet or on the claim form that is found to be incorrect, line through the incorrect information, enter the correct information, and have the insured initial the change. (If you find it necessary or if instructed by your supervisor, prepare a new claim form and void the original.)

#### SELF-CERTIFICATION REPLANT WORKSHEET AND COMPLETION INSTRUCTION

Item

No.

- 24 Enter information pertinent to audit. If additional room is needed, use a Statement of Facts and write appropriately, "See attached (Title or number of form used for documentation purposes)." in item 23.
- 25 Enter the reviewer code number and the date of review.
- 26 Enter "O.K." if you verify that the number of acres actually replanted agree with the entry in item 10. If you verify that the number of acres do not agree with item 10, enter the correct number of acres replanted.
- 27 Enter "O.K." if you verify that the date of damage agrees with the entry in item 13. If you verify that the date of damage does not agree with the entry in item 13, determine the correct date and enter.
- 28 Enter "O.K." if you verify that the cause of damage is insurable and agrees with the entry in item 12. If you verify that the entry does not agree with the entry in item 12, enter the cause of damage you have determined. If the cause of damage is not insurable, identify as such.
- 29 Enter "O.K." if you verify that the type or practice used for replanted acreage agrees with the entry in item 17. If you verify that the practice replanted does not agree with item 17, enter the practice you have determined.
- 30 Enter "Yes" or "No" to indicate whether the acreage recorded in item 10 and 26 appears to qualify for the replanting payment. If you answered no, document why the acreage did not qualify for the replant payment in item 24 or on a Statement of Facts.
- 30 Enter "O.K." after you have verified with the insured or insured's authorized representative that the total cost incurred by the INSURED for the replanting operation (without regard to crop share and substantiated by receipts) is the same as the entry in item 20. If you verify that the total cost incurred by the INSURED in item 20 does not agree with your determination, enter the total cost you have determined and explain the difference in item 24 or on a Statement of Facts.

DISTRIBUTION:

Adjuster:

1 Transmit partially completed original and two copies to the insured to be completed by the insured.

## EXHIBIT 16

2 Attach the completed original and copies (with receipts showing replanting costs) to all copies of the completed claim form and transmit in accordance with instructions from your insurance provider.

After Self-Certified Replant approved for processing.

- 1 Original stays attached to original claim.
- 2 One copy to the insured along with a legible copy of the claim.
- 3 One copy to the service agent along with a copy of the claim.

## EXAMPLE OF A FORM LETTER TO SEND TO THE INSURED WITH THE WORKSHEET

(Title of Office)

Street address City, State Zip

Insured's Name Address

Dear Insured:

Enclosed is a Self-Certification Replant Worksheet for the unit(s) you indicated you intend to replant. Please review the completed information on each form for accuracy. Line through any incorrect information, enter the correct information, and put your initials by the changes.

Please complete the circled, uncompleted items, on the worksheet(s) when replanting is complete. Sign and date the form and return immediately in the envelope provided. If original planting IS NOT complete on the entire unit acreage, please telephone the (name of office) at XXX-XXX-XXXX when completed. (The replant payment cannot be processed until ALL acreage for the unit has been planted.) PLEASE ATTACH A COPY OF RECEIPTS TO SUPPORT YOUR ACTUAL REPLANTING COSTS.

We would also like to remind you of the following items:

- 1 You will need to renotify your Crop Inurance Agent if additional acres or units will need to be replanted. (ONLY one replant payment may be made on the same acreage for the same crop year.)
- 2 A farm visit and crop inspection are required BEFORE replanting, anytime the total (cumulative) replanted acreage exceeds 50 gross acres (before share) for a unit. IF more than 50 gross acres are replanted for the unit WITHOUT a farm visit and crop inspection, the acreage replanted in excess of 50 gross acres WILL NOT be eligible for a replanting payment.
- 3 The self-certification replant program does not waive any contract provisions. The APPROVED worksheet constitutes the insurance provider's determination that all replanting payment requirements are considered to have been met.
- 4 We are required to complete a random review on self-certification replants.
- 5 You MUST report the acres planted for ALL other insured crops to your agent prior to the acreage reporting date if you have not already done so.

If you have any questions regarding this self-certification replant procedure, please contact the above (Name of Office).

(Title of Employee) or Loss Adjustment Representative Enclosures

**APRIL 1997** 

#### SELF-CERTIFICATION REPLANT WORKSHEET

#### GUIDELINES:

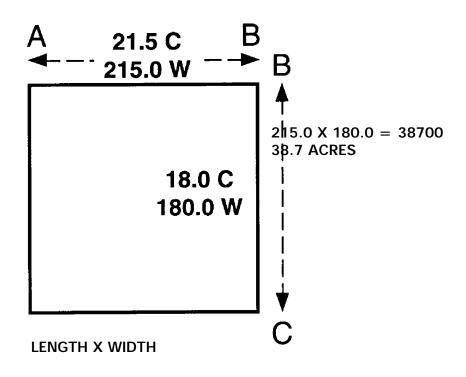
The self-certification Replant Worsheet may be used when the acreage to be replanted is 50 acres or less for a unit. Per policy provisions, in order to qualify for a replant payment, the number of acres to be replanted must be at least the lesser of 20 acres or 20% (10 acres or 10% for peanuts) of the unit. The potential for the acres to be replanted must not exceed the amount stated in the crop policy. A replant payment may be made only once on acreage in the same location for the same crop.

The maximum replant payment for eligible crops is your actual cost not to exceed the amount indicated in your policy.

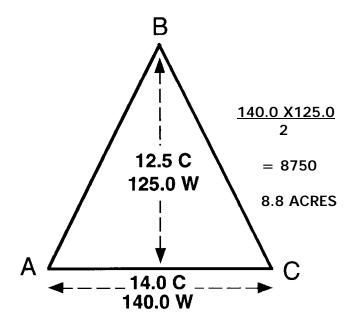
INSTRUCTIONS: Please fill	out the followi	ing information c	omplete	у.									
1. COMPANY		3. POLICY NUMBER 4. CROP											
-	ABC I.M. Insured			XX-XXX-XXXXX			Corn						
5. CLAIM NUMBER 6.	SHARE 1.000			A FSN 234	9. UNIT	ACRES 100.0	10. F	20.0					
11. LEGAL DESCRIPTION E ½ 6 8 Section Township	12.	CAUSE OF DAN		13. DA	AMAGE	14. ORIGINGA PLANT DA MM-DD		15. REPLANT DATE MM-DD					
16. Draw the field where area actually replanted		1	7. Indicate	the practice/t	ype ut	ilized.							
FIELD		Drilled				REPLANT							
N				Broadcas	st								
BGrand				Airplane∙	seeded								
River		Replanted		Rowed	tuno.								
W S				Dry bean type Tillage method									
Corn		Other											
S.	$\begin{array}{c c c c c c c c c c c c c c c c c c c $						20. The following represent my ACTUAL REPLANT COSTS						
<ul> <li>18. My yield potential for <u>100.0 bu.</u> per ac</li> <li>19. The damage on my fa the area. YES</li></ul>	as MN SE CL HE	as landlordtenantowner/operator MY TOTAL COST FOR REPLANTED ACRES: SEED \$_XX.XX (Attach seed receipt) CLEANING \$(Bin run seed) HERBICIDE \$_XX.XX (Attach receipt) labor \$_XX.XX \$_XX.XX (other) TOTAL EXPENSE											
		<ul> <li>21. I have an agreement with the other insured party(ies) to incur the entire cost of replanting or to receive all replant payments as provided by policy provisions.</li> </ul>											
Leartify the information provided ab	YESNO_X_(If yes, provide documentation)												
I certify the information provided above to the best of my knowledge, to be true and complete and that it will be used to determine my replanting payment, if any, for damage to the above crop. I also understand that this Worksheet and supporting papers are subject to audit and approval by the insurance provider, that my signature herein authorizes the insurance provider to process a replanting payment in accordance with the terms of my insurance contract. False claims or false statements made on a matter within the juridiction of the Federal crop Insurance Corporation may subject the maker to criminal and civil penalties under valours Federal statutes including the provisions of 18 U.S.C. 1006, 1014, 7 U.S.C. 1506; 31 U.S.C. 3729, 3730, 3801, 3812.													
22. <u>I. M. Insured</u> (Insured's Signature)		<u>Adjuster</u> ignature ai	nd Code No.)			(Date)							
REMARKS -For Office Use ONLY	AUDIT INFORMA												
24.	25. Reviewer code/Date	26. Actua	I/Replant A	cres	27. Date of D	Damage	28. C	ause of Damage					
29. Replant Practice 30. Did acreag qualify?				ear to	31. Actual Co	ost							

## WHEEL MEASURING FORMULAS

A <u>Square or Rectangular Field Formula</u>: Length (wheels) x Width (wheels) = Square wheels. (Move the decimal point three (3) places to the left to determine the acres).



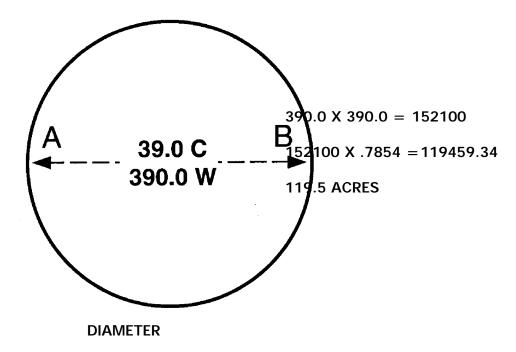
B <u>Triangular Field Formula</u>: Base (Wheels) x Height (Wheels)  $\div$  by 2 = Square Wheels. (Move the decimal point three places (3) to the left to determine the acres)



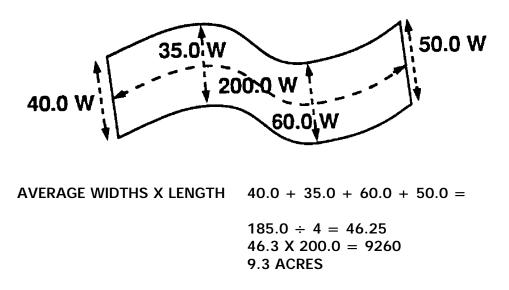
BASE X HEIGHT

### WHEEL MEASURING FORMULAS

C <u>Circular Field Formula</u>: Diameter (Wheels) x Diameter (Wheels) x .7854 = Square Wheels (Move the decimal point three (3) places to the left to determine the acres).



D <u>Irregular Field Formula</u>: Length (Wheels) x Average Width (Wheels) = Square Wheels (Move the decimal point three (3) places to the left to determine the acres).

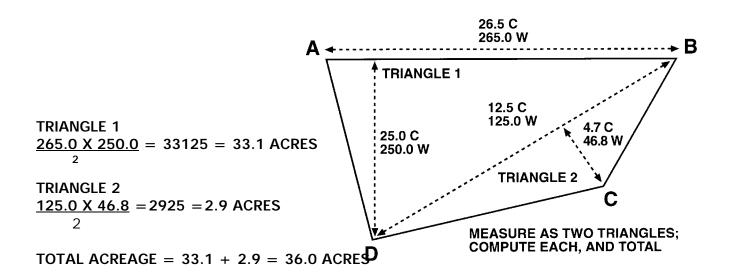


#### WHEEL MEASURING FORMULAS

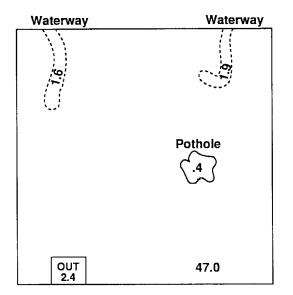
## FCIC-25010

## **EXHIBIT 17**

E <u>Combination Field Formula</u>: When a field will not conform to any regular formula, measure the field into regular pieces to determine the acreage.



F <u>Deductions From Acreage</u>: Anytime a significant amount of acreage in a field is not planted to the crop it must be deducted from the total acreage in the field. The insurance provider will determine what to consider a significant amount of acreage, by crop.



Field 47.0 acres MINUS deduction of 6.3 acres = 40.7 insurable acres.

## TABLE TO CONVERT FRACTIONS TO PERCENT FIGURES

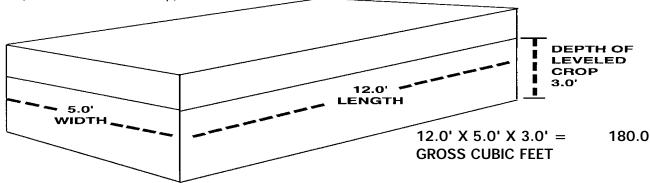
The following table shall be used to convert fractions to percent figures. All percent figures shall be three positions **except** 100% **which shall be entered as** 1.000

3rds	4ths	5ths	6ths	7ths	8ths	9ths
1 .333 2 .667	1 .250 2 .500 3 .750	1 .200 2 .400 3 .600 4 .800	1 .167 2 .333 3 .500 4 .667 5 .833	1 .143 2 .286 3 .429 4 .571 5 .714 6 .857	1 .125 2 .250 3 .375 4 .500 5 .625 6 .750 7 .875	1 .111 2 .222 3 .333 4 .444 5 .556 6 .667 7 .778 8 .889
10ths	11ths	12ths	13ths	14ths	15ths	16ths
1 .100 2 .200 3 .300 4 .400 5 .500 6 .600 7 .700 8 .800 9 .900	1 .091 2 .182 3 .273 4 .364 5 .455 6 .545 7 .636 8 .727 9 .818 10 .909	1       .083         2       .167         3       .250         4       .333         5       .417         6       .500         7       .583         8       .667         9       .750         10       .833         11       .917	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	1       .063         2       .125         3       .188         4       .250         5       .313         6       .375         7       .438         8       .500         9       .563         10       .625         11       .688         12       .750         13       .813         14       .875         15       .938
17ths		18ths			19ths	
1 .059 2 .118 3 .176 4 .235 5 .294 6 .353 7 .412 8 .471 9 .529	10 .588 11 .647 12 .706 13 .765 14 .824 15 .882 16 .941	1 2 3 4 5 6 7 8 9	.111 · · · · · · · · · · · · · · · · · ·	10 .556 11 .611 12 .667 13 .722 14 .778 15 .833 16 .889 17 .944	$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$	10 .526 11 .579 12 .632 13 .684 14 .737 15 .789 16 .842 17 .895 18 .947

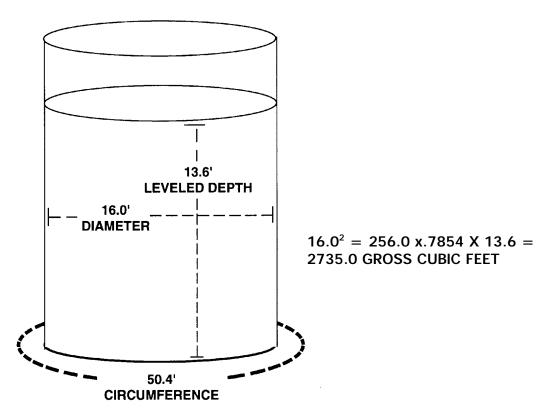
(RESERVED)

## **GROSS CUBIC FEET FORMULA EXAMPLES**

A <u>Square or rectangular structure</u>. Length X Width X Depth = Gross Cubic Feet to tenths (Round after each step).



B <u>Round structure</u>. Diameter<sup>2</sup> X .7854 X Leveled Depth = Gross Cubic Feet to tenths (Round after each step).

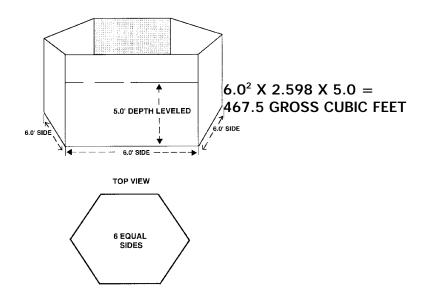


The circumference measurement can be used to determine the diameter of the bin. Use the Round Bin Chart (Exhibit 22) to determine the diameter of the bin from the circumference measure. The Round Bin Chart also provides the square foot factor for each size of bin.

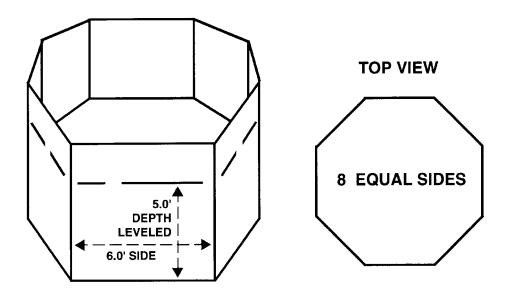
## **EXHIBIT 19**

## **GROSS CUBIC FEET FORMULA EXAMPLES (CONTINUED)**

C <u>Hexagon structure (6 sides)</u>. Length of side<sup>2</sup> X 2.598 X leveled depth = gross cubic feet to tenths (Round after each step).



D <u>Octagon Structure (8 sides)</u>. Length of side<sup>2</sup> X 4.828 X leveled depth = gross cubic feet to tenths (Round after each step).

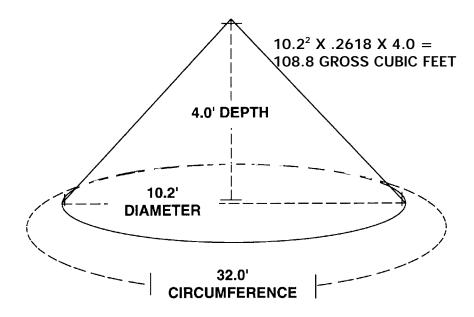


 $6.0^2 \text{ X} 4.828 \text{ X} 5.0 = 869.0 \text{ GROSS CUBIC FEET}$ 

### **EXHIBIT 19**

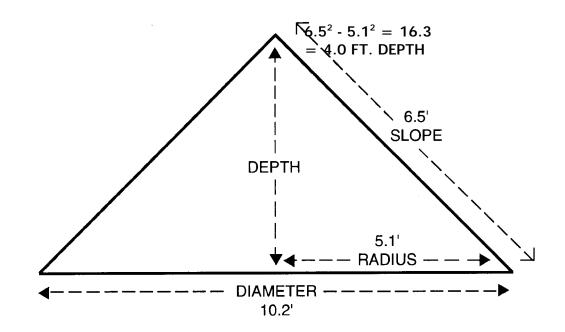
## **GROSS CUBIC FEET FORMULA EXAMPLES (CONTINUED)**

E <u>Conical Pile</u>. Diameter<sup>2</sup> (Feet to tenths) X .2618 X depth (feet to tenths) = Gross Cubic Feet (Round after each step).



NOTE: When it is not possible to accurately measure the depth of a conical pile of grain the formula below may be used.

F <u>Formula for determining depth of a conical pile</u>. The length of the slope<sup>2</sup> - the radius ( $\frac{1}{2}$  the diameter)<sup>2</sup> = the height<sup>2</sup>. Determine the square root of the result to determine the height of the cone in feet to tenths. (See Exhibit 21 for square root table.)



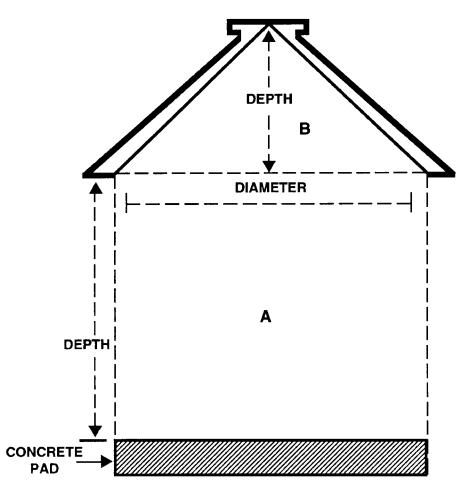
#### A Inverted Cone

- (1) The inverted cone is recorded on the claim form as an "odd-shaped" structure in the items used for recording structure measurements.
- (2) If the inverted cone is a permanent part of a storage structure, record the measurements on a Statement of Facts or other FCI-approved form used for measurement purposes, prior to harvest to be retained permanently with the insured's file folder. To record this information, ask the insured if any of the storage structures have an inverted cone while on a pre-harvest appraisal, acreage report review, growing season inspection, etc. The manufacturer's or builder's specifications may be used if it is not possible to measure the inverted cone during the inspection. If these are not available, FSA may have measurements on record for the particular storage structure in question.
- (3) To determine the amount of grain in an inverted cone, obtain these measurements:
  - (a) Diameter if round; width and length if square or rectangular.
  - (b) Depth by actual measurement.
- (4) To determine the unadjusted gross production of grain in an inverted cone, follow this formula:
  - (a) Square. Length times width times 1/3 recorded depth equals Gross cubic feet.

Round. Diameter squared times .2618 times x recorded depth equals Gross cubic feet.

- (b) Gross cubic feet minus deductions in cubic feet equals Net cubic feet
- (c) Net cubic feet times Conversion factor equals unadjusted gross production.
- (5) To determine adjusted gross production (by test weight), follow this formula: Multiply the unadjusted gross production by the test weight factor (see Test Weight and Test-Weight Factor, PAR. 126) equals adjusted gross production (by test weight).
- (6) Enter adjusted gross production (by test weight) in the column used to record gross production on the claim form. Also enter any adjustments necessary for correct computation of grain; i.e., entries for dockage, moisture, or quality if applicable.

B Cone on a cylinder



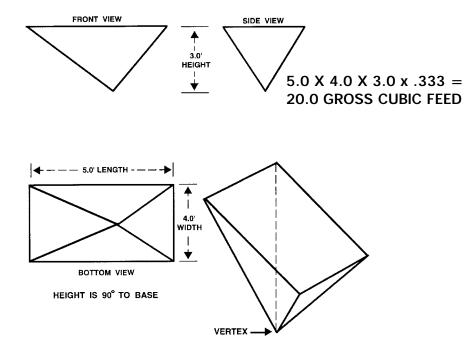
There will be two (2) line entries in the part of the claim form used to record structure measurements.

- (1) One line will be identified by "RND" (for production in A) with all determined measurements and adjustments entered for that line.
- (2) One line will be identified as "conical pile" (for production in B). All of the instructions that pertain to a conical pile will be followed.

## (CONTINUED)

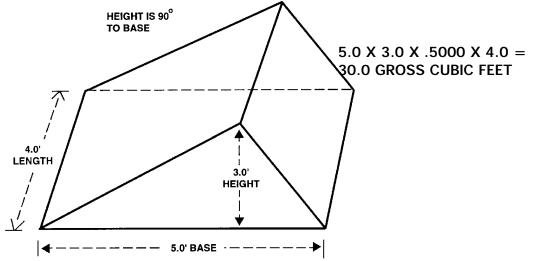
#### C Pyramid

Length X width X height X one-third = gross cubic feet (round after each step).



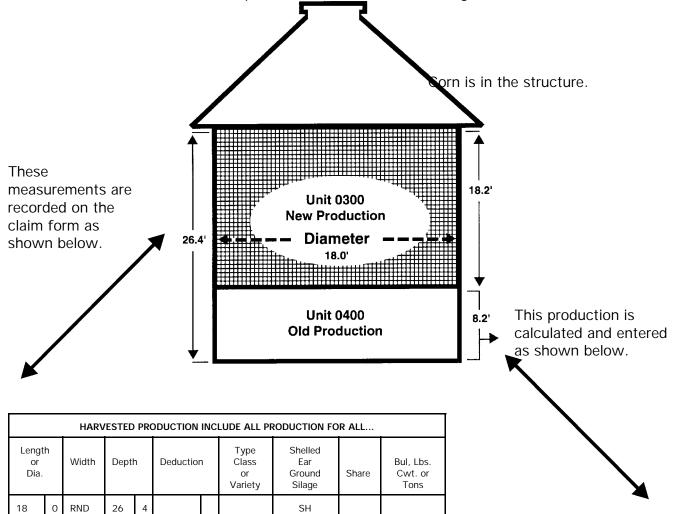
#### D <u>Triangle Box</u>

Area of triangle (base X height X  $\frac{1}{2}$ ) X length of box = gross cubic feet (round after each step).



#### E <u>Production-Not-to-Count in a Storage Structure</u>

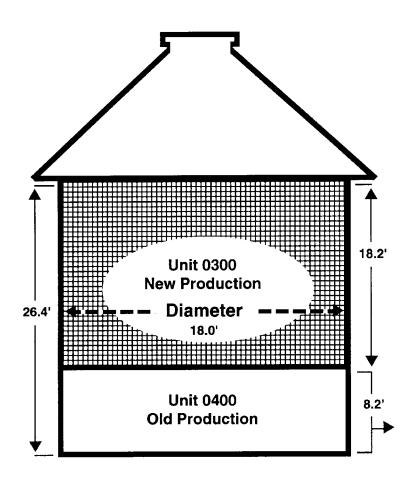
Example 1: This example shows structural measurements for the total production in the storage structure in the appropriate columns of the claim form and the calculated adjusted gross production by test weight (BEFORE deductions for moisture, dockage, etc.) in the "Production Not to Count" column. The calculated production-not-to-count will be deducted and the test weight entered in the "Test Weight" column and any other applicable entries for moisture, dockage, or quality will be used to calculate the remaining grain contained in the structure to arrive at the unit production-to-count in the storage structure.



ENTITIES SHARING IN CROP FARM STORED OR OTHER										
Adjustments to Production										
%     Mkt - Cont       Shell or     %       Sugar     Mois.       Wt.     Dock       Value     Price										
		56					1669.5			

Production-Not-to-Count in a Storage Structure (continued.)

Example 2: This example shows that the production-not-to-count and production-to-count are determined separately. The depth measurement of only the production-to-count is entered in the "Depth" column. The measurement for the production-not-to count is entered in the narrative of the claim form.

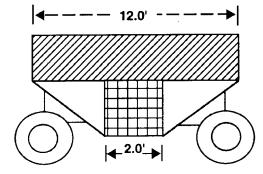


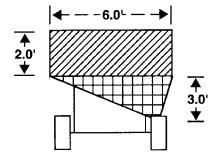
	HARVESTED PRODUCTION INCLUDE ALL PRODUCTION FOR ALL										
	Lengt or Dia.		Width	Dep	oth	Dedu	iction	Type Class or Variety	Shelled Ear Ground Silage	Share	Bul, Lbs. Cwt. or Tons
ĺ	18	0	RND	18	2				SH		

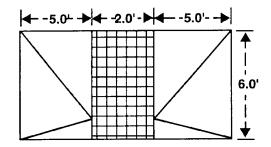
NARRATIVE: Production not to count from unit 0400, depth 8.2 ft. Previous bin measurements for unit 0400 attached.

#### F Gravity Flow Wagon

Break the gravity flow wagon into volume components which can be accurately measured, and use the existing formulas to determine the production in each component.







TOP RECTANGLE BOX =  $12.0 \times 6.0 \times 2.0 = 144.0$  GROSS CUBIC FEET (LINED AREA)

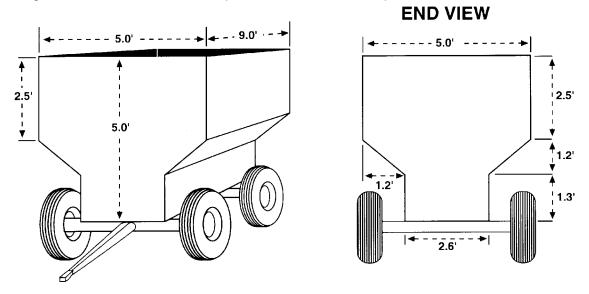
MIDDLE TRIANGLE BOX =  $6.0 \times 3.0 \times 2.0 \times .5000 = 18.0$  GROSS CUBIC FEET (CHECKERED AREA)

2 PYRAMIDS = 2 X (5.0 X 6.0 X 3.0 X .3333) = 60.0 GROSS CUBIC FEET (UNMARKED AREA)

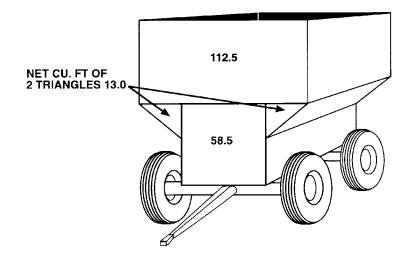
TOTAL GROSS CUBIC FEET OF WAGON = (144.0 + 18.0 + 60.0) = 222.0

### F Flare box wagon

Break the flare box wagon into component parts which can be accurately measured and use the existing formulas to determine the production in each component.



**CU. FT OF COMPONENT PARTS** 



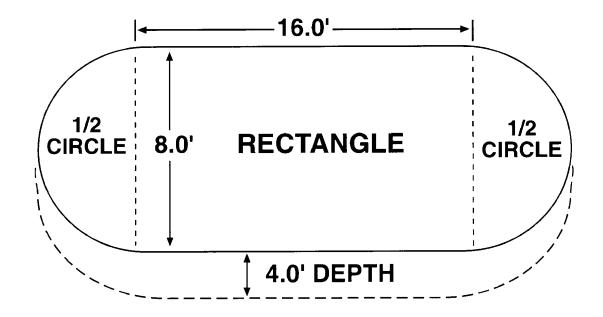
NET CUBIC FEET OF COMPONENT PARTS

9.0 X 5.0 X 2.5	= 112.5 CUBIC FEET
9.0 X 2.6 X 2.5	= 58.5 CUBIC FEET

+9.0 x 1.2 x 1.2 X .5000	
9.0 x 1.2 x 1.2 X .5000 =_	13.0 CUBIC FEET
TOTAL	184.0 NET CUBIC FEET

### G Oval Storage Structure

Break the oval storage structure into component parts which can be accurately measured and use the existing formulas to determine the production in each component.



RECTANGLE 16.0' X 8.0' X 4.0' = 512.0 CUBIC FEET

TWO  $\frac{1}{2}$  CIRCLES - 8.0<sup>2</sup> X .7854 x 4.0 = 201.2 CUBIC FEET (100.6 cubic feet for each)

TOTAL CUBIC FEET = 713.2

SQUARE ROOT TABLE										
n	n		n	n		n	n		n	n
1	1.000		28	5.292		55	7.416		82	9.055
2	1.414		29	5.385		56	7.483		83	9.110
3	1.732		30	5.477		57	7.550		84	9.165
4	2.000		31	5.568		58	7.616		85	9.220
5	2.236		32	5.657		59	7.681		86	9.274
6	2.449		33	5.745		60	7.746		87	9.327
7	2.646		34	5.831		61	7.810		88	9.381
8	2.828		35	5.916		62	7.874		89	9.434
9	3.000		36	6.000		63	7.937		90	9.487
10	3.162		37	6.083		64	8.000		91	9.539
11	3.317		38	6.164		65	8.062		92	9.592
12	3.464		39	6.245		66	8.124		93	9.644
13	3.606		40	6.325		67	8.185		94	9.695
14	3.742		41	6.403		68	8.246		95	9.747
15	3.873		42	6.481		69	8.307		96	9.798
16	4.000		43	6.557		70	8.367		97	9.849
17	4.123		44	6.633		71	8.426		98	9.899
18	4.243		45	6.708		72	8.485		99	9.950
19	4.359		46	6.782		73	8.544		100	10.000
20	4.472		47	6.856		74	8.602			
21	4.583		48	6.928		75	8.660			
22	4.690		49	7.000		76	8.718			
23	4.796		50	7.071		77	8.775			
24	4.899		51	7.141		78	8.832			
25	5.000		52	7.211		79	8.888			
26	5.099		53	7.280		80	8.944			
27	5.196		54	7.348		81	9.000			

SQUARE	ROOT	TABLE
--------	------	-------

Round Bin Co				ERTING CIRCUMFE FACTOR CHART	RENCE TO DI	AMETER:
FACTOR F	OR DETERM	INING GRO	SS (	CUBIC FEET IN RO	UND STRUCTI	JRES
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)
18.7-19.0	6.0	28.3		26.6-26.8	8.5	56.8
19.1-19.3	6.1	29.2		26.9-27.1	8.6	58.1
19.4-19.6	6.2	30.2		27.2-27.4	8.7	59.5
19.7-19.9	6.3	31.2		27.5-27.8	8.8	60.8
20.0-20.2	6.4	32.2		27.9-28.1	8.9	62.2
20.3-20.5	6.5	33.2		28.2-28.4	9.0	63.6
20.6-20.8	6.6	34.2		28.5-28.7	9.1	65.0
20.9-21.2	6.7	35.3		28.8-29.0	9.2	66.4
21.3-21.5	6.8	36.3		29.1-29.3	9.3	67.9
21.6-21.8	6.9	37.4		29.4-29.6	9.4	69.4
21.9-22.1	7.0	38.5		29.7-30.0	9.5	70.9
22.2-22.4	7.1	39.6		30.1-30.3	9.6	72.4
22.5-22.7	7.2	40.7		30.4-30.6	9.7	73.9
22.8-23.0	7.3	41.9		30.7-30.9	9.8	75.4
23.1-23.4	7.4	43.0		31.0-31.2	9.9	77.0
23.5-23.7	7.5	44.2		31.3-31.5	10.0	78.5
23.8-24.0	7.6	45.4		31.6-31.8	10.1	80.1
24.1-24.3	7.7	46.6		31.9-32.2	10.2	81.7
24.4-24.6	7.8	47.8		32.3-32.5	10.3	83.3
24.7-24-9	7.9	49.0		32.6-32.8	10.4	85.0
25.0-25.2	8.0	50.3		32.9-33.1	10.5	86.6
25.3-25.6	8.1	51.5		33.2-33-4	10.6	88.3
25.7-25.9	8.2	52.8		33.5-33-7	10.7	89.9
26.0-26.2	8.3	54.1		33.8-34.0	10.8	91.6
26.3-26.5	8.4	55.4		34.1-34.4	10.9	93.3

ROUND BIN CONVERSION CHART: CONVERTING CIRCUMFERENCE TO DIAMETER: SQUARE FOOT FACTOR CHART									
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCTI	JRES			
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)			
34.5-34.7	11.0	95.0		42.3-42.5	13.5	143.2			
34.8-35.0	11.1	96.8		42.6-42.8	13.6	145.3			
35.1-35.3	11.2	98.5		42.9-43.1	13.7	147.4			
35.4-35.6	11.3	100.3		43.2-43.5	13.8	149.5			
35.7-35.9	11.4	102.1		43.6-43.8	13.9	151.7			
36.0-36.2	11.5	103.9		43.9-44.1	14.0	153.9			
36.3-36.5	11.6	105.7		44.2-44.4	14.1	156.1			
36.6-36.9	11.7	107.5		44.5-44.7	14.2	158.3			
37.0-37.2	11.8	109.3		44.8-45.0	14.3	160.6			
37.3-37.5	11.9	111.2		45.1-45.3	14.4	162.9			
37.6-37.8	12.0	113.1		45.4-45.7	14.5	165.2			
37.9-38.1	12.1	115.0		45.8-46.0	14.6	167.4			
38.2-38.4	12.2	116.9		46.1-46.3	14.7	169.7			
38.5-38.7	12.3	118.8		46.4-46.6	14.8	172.0			
38.8-39.1	12.4	120.8		46.7-46.9	14.9	174.4			
39.2-39.4	12.5	122.8		47.0-47.2	15.0	176.7			
39.5-39.7	12.6	124.7		47.3-47.5	15.1	179.1			
39.8-40.0	12.7	126.7		47.6-47.9	15.2	181.4			
40.1-40.3	12.8	128.6		48.0-48.2	15.3	183.9			
40.4-40.6	12.9	130.7		48.3-48.5	15.4	186.3			
40.7-40.9	13.0	132.7		48.6-48.8	15.5	188.7			
41.0-41.3	13.1	134.8		48.9-49.1	15.6	191.2			
41.4-41.6	13.2	136.8		49.2-49.4	15.7	193.6			
41.7-41.9	13.3	138.9		49.5-49.7	15.8	196.0			
42.0-42.2	13.4	141.1		49.8-50.1	15.9	198.5			

ROUND BIN CONVERSION CHART: CONVERTING CIRCUMFERENCE TO DIAMETER: SQUARE FOOT FACTOR CHART									
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCT	JRES			
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)			
50.2-50.4	16.0	201.1		58.0-58.2	18.5	268.8			
50.5-50.7	16.1	203.6		58.3-58.5	18.6	271.7			
50.8-51.0	16.2	206.1		58.6-58.9	18.7	274.7			
51.1-51.3	16.3	208.7		59.0-59.2	18.8	277.6			
51.4-51.6	16.4	211.3		59.3-59.5	18.9	280.5			
51.7-51.9	16.5	213.9		59.6-59.8	19.0	283.5			
52.0-52.3	16.6	216.5		59.9-60.1	19.1	286.5			
52.4-52.6	16.7	219.0		60.2-60.4	19.2	289.5			
52.7-52.9	16.8	221.6		60.5-60.7	19.3	292.6			
53.0-53.2	16.9	224.3		60.8-61.1	19.4	295.6			
53.3-53.5	17.0	227.0		61.2-61.4	19.5	298.7			
53.6-53.8	17.1	229.7		61.5-61.7	19.6	301.8			
53.9-54.1	17.2	232.3		61.8-62.0	19.7	304.8			
54.2-54.5	17.3	235.1		62.1-62.3	19.8	307.9			
54.6-54.8	17.4	237.8		62.4-62.6	19.9	311.0			
54.9-55.1	17.5	240.6		62.7-62.9	20.0	314.2			
55.2-55.4	17.6	243.3		63.0-63.3	20.1	317.3			
55.5-55.7	17.7	246.1		63.4-63.6	20.2	320.4			
55.8-56.0	17.8	248.8		63.7-63.9	20.3	323.7			
56.1-56.3	17.9	251.6		64.0-64.2	20.4	326.9			
56.4-56.7	18.0	245.5		64.3-64.5	20.5	330.1			
56.8-57.0	18.1	257.3		64.6-64.8	20.6	333.3			
57.1-57.3	18.2	260.1		64.9-65.1	20.7	336.5			
57.4-57.6	18.3	263.0		65.2-65.5	20.8	339.8			
57.7-57.9	18.4	265.9		65.6-65.8	20.9	343.1			

ROUND BIN CONVERSION CHART: CONVERTING CIRCUMFERENCE TO DIAMETER: SQUARE FOOT FACTOR CHART									
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCTI	JRES			
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)			
65.9-66.1	21.0	346.4		73.7-73.9	23.5	433.8			
66.2-66.4	21.1	349.7		74.0-74.2	23.6	437.5			
66.5-66.7	21.2	353.0		74.3-74.6	23.7	441.2			
66.8-67.0	21.3	356.3		74.7-74.9	23.8	444.9			
67.1-67.3	21.4	359.7		75.0-75.2	23.9	448.6			
67.4-67.7	21.5	363.1		75.3-75.5	24.0	452.4			
67.8-68.0	21.6	366.5		75.6-75.8	24.1	456.2			
68.1-68.3	21.7	369.8		75.9-76.1	24.2	459.9			
68.4-68.6	21.8	373.2		76.2-76.4	24.3	463.8			
68.7-68.9	21.9	376.7		76.5-76.8	24.4	467.6			
69.0-69.2	22.0	380.1		76.9-77.1	24.5	471.5			
69.3-69.5	22.1	383.6		77.2-77.4	24.6	475.3			
69.6-69.9	22.2	387.0		77.5-77.7	24.7	479.2			
70.0-70.2	22.3	390.6		77.8-78.0	24.8	483.0			
70.3-70.5	22.4	394.1		78.1-78.3	24.9	486.9			
70.6-70.8	22.5	397.6		78.4-78.6	25.0	490.9			
70.9-71.1	22.6	401.2		78.7-79.0	25.1	494.8			
71.2-71.4	22.7	404.7		79.1-79.3	25.2	498.7			
71.5-71.7	22.8	408.3		79.4-79.6	25.3	502.7			
71.8-72.0	22.9	411.9		79.7-79.9	25.4	506.7			
72.1-72.4	23.0	415.5		80.0-80.2	25.5	510.7			
72.5-72.7	23.1	419.1		80.3-80.5	25.6	514.8			
72.8-73.0	23.2	422.7		80.6-80.8	25.7	518.8			
73.1-73.3	23.3	426.4		80.9-81.2	25.8	522.8			
73.4-73.6	23.4	430.1		81.3-81.5	25.9	526.8			

ROUND BIN CONVERSION CHART: CONVERTING CIRCUMFERENCE TO DIAMETER: SQUARE FOOT FACTOR CHART									
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCTI	JRES			
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)			
81.6-81.8	26.0	530.9		89.4-89.6	28.5	638.0			
81.9-82.1	26.1	535.0		89.7-90.0	28.6	642.5			
82.2-82.4	26.2	539.1		90.1-90.3	28.7	646.9			
82.5-82.7	26.3	543.3		90.4-90.6	28.8	651.4			
82.8-83.0	26.4	547.4		90.7-90.9	28.9	656.0			
83.1-83.4	26.5	551.6		91.0-91.2	29.0	660.5			
83.5-83.7	26.6	555.7		91.3-91.5	29.1	665.1			
83.8-84.0	26.7	559.9		91.6-91.8	29.2	669.6			
84.1-84.3	26.8	564.1		91.9-92.2	29.3	674.3			
84.4-84.6	26.9	568.3		92.3-92.5	29.4	678.9			
84.7-84.9	27.0	572.6		92.6-92.8	29.5	683.5			
85.0-85.2	27.1	576.8		92.9-93.1	29.6	688.2			
85.3-85.6	27.2	581.0		93.2-93.4	29.7	692.8			
85.7-85.9	27.3	585.4		93.5-93.7	29.8	697.4			
86.0-86.2	27.4	589.7		93.8-94.0	29.9	702.1			
86.3-86.5	27.5	594.0		94.1-94.4	30.0	706.9			
86.6-86.8	27.6	598.3		94.5-94.7	30.1	711.6			
86.9-87.1	27.7	602.6		94.8-95.0	30.2	716.3			
87.2-87.4	27.8	607.0		95.1-95.3	30.3	721.1			
87.5-87.8	27.9	611.4		95.4-95.6	30.4	725.8			
87.9-88.1	28.0	615.8		95.7-95.9	30.5	730.6			
88.2-88.4	28.1	620.2		96.0-96.2	30.6	735.4			
88.5-88.7	28.2	624.6		96.3-96.6	30.7	740.2			
88.8-89.0	28.3	629.0		96.7-96.9	30.8	745.1			
89.1-89.3	28.4	633.5		97.0-97.2	30.9	749.9			

ROUND BIN CO				ERTING CIRCUMFE	ERENCE TO DI	AMETER:
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCTI	JRES
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)
97.3-97.5	31.0	754.8		105.1-105.4	33.5	881.4
97.6-97.8	31.1	759.6		105.5-105.7	33.6	886.7
97.9-98.1	31.2	764.5		105.8-106.0	33.7	892.0
98.2-98.4	31.3	769.4		106.1-106.3	33.8	897.3
98.5-98.8	31.4	774.4		106.4-106.6	33.9	902.6
98.9-99.1	31.5	779.3		106.7-106.9	34.0	907.9
99.2-99.4	31.6	784.3		107.0-107.2	34.1	913.3
99.5-99.7	31.7	789.2		107.3-107.5	34.2	918.6
99.8-100.0	31.8	794.2		107.6-107.9	34.3	924.0
100.1-100.3	31.9	799.2		108.0-108.2	34.4	929.4
100.4-100.6	32.0	804.2		108.3-108.5	34.5	934.8
100.7-101.0	32.1	809.3		108.6-108.8	34.6	940.2
101.1-101.3	32.2	814.3		108.9-109.1	34.7	945.7
101.4-101.6	32.3	819.4		109.2-109.4	34.8	951.1
101.7-101.9	32.4	824.5		109.5-109.7	34.9	956.6
102.0-102.2	32.5	829.6		109.8-110.1	35.0	962.1
102.3-102.5	32.6	834.7		110.2-110.4	35.1	967.6
102.6-102.8	32.7	839.8		110.5-110.7	35.2	973.1
102.9-103.2	32.8	845.0		110.8-111.0	35.3	978.7
103.3-103.5	32.9	850.1		111.1-111.3	35.4	984.2
103.6-103.8	33.0	855.3		111.4-111.6	35.5	989.8
103.9-104.1	33.1	860.5		111.7-111.9	35.6	995.4
104.2-104.4	33.2	865.7		112.0-112.3	35.7	1001.0
104.5-104.7	33.3	870.9		112.4-112.6	35.8	1006.6
104.8-105.0	33.4	876.2		112.7-112.9	35.9	1012.2

ROUND BIN CC				ERTING CIRCUMFI	ERENCE TO DI	AMETER:
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCTI	JRES
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)
113.0-113.2	36.0	1017.9		120.8-121.1	38.5	1164.2
113.3-113.5	36.1	1023.5		121.2-121.4	38.6	1170.2
113.6-113.8	36.2	1029.2		121.5-121.7	38.7	1176.3
113.9-114.1	36.3	1034.9		121.8-122.0	38.8	1182.4
114.2-114.5	36.4	1040.6		122.1-122.3	38.9	1188.5
114.6-114.8	36.5	1046.3		122.4-122.6	39.0	1194.6
114.9-115.1	36.6	1052.1		122.7-122.9	39.1	1200.7
115.2-115.4	36.7	1057.8		123.0-123.3	39.2	1206.9
115.5-115.7	36.8	1063.6		123.4-123.6	39.3	1213.0
115.8-116.0	36.9	1069.4		123.7-123.9	39.4	1219.2
116.1-116.3	37.0	1075.2		124.0-124.2	39.5	1225.4
116.4-116.7	37.1	1081.0		124.3-124.5	39.6	1231.6
116.8-117.0	37.2	1086.9		124.6-124.8	39.7	1237.9
117.1-117.3	37.3	1092.7		124.9-125.1	39.8	1244.1
117.4-117.6	37.4	1098.6		125.2-125.5	39.9	1250.4
117.7-117.9	37.5	1104.5		125.6-125.8	40.0	1256.6
118.0-118.2	37.6	1110.4		125.9-126.1	40.1	1262.9
118.3-118.5	37.7	1116.3		126.2-126.4	40.2	1269.2
118.6-118.9	37.8	1122.2		126.5-126.7	40.3	1275.6
119.0-119.2	37.9	1128.2		126.8-127.0	40.4	1281.9
119.3-119.5	38.0	1134.1		127.1-127.3	40.5	1288.3
119.6-119.8	38.1	1140.1		127.4-127.7	40.6	1294.6
119.9-120.1	38.2	1146.1		127.8-128.0	40.7	1301.0
120.2-120.4	38.3	1152.1		128.1-128.3	40.8	1307.4
120.5-120.7	38.4	1158.1		128.4-128.6	40.9	1313.8

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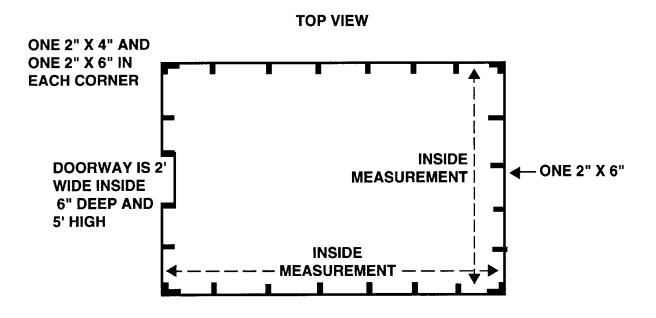
ROUND BIN CO				ERTING CIRCUMFI	ERENCE TO DI	AMETER:
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCTI	JRES
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)
128.7-128.9	41.0	1320.3		136.6-136.8	43.5	1486.2
129.0-129.2	41.1	1326.7		136.9-137.1	43.6	1493.0
129.3-129.5	41.2	1333.2		137.2-137.4	43.7	1499.9
129.6-129.9	41.3	1339.6		137.5-137.7	43.8	1506.7
130.0-130.2	41.4	1346.1		137.8-138.0	43.9	1513.6
130.3-130.5	41.5	1352.7		138.1-138.3	44.0	1520.5
130.6-130.8	41.6	1359.2		138.4-138.6	44.1	1527.5
130.9-131.1	41.7	1365.7		138.7-139.0	44.2	1534.4
131.2-131.4	41.8	1372.3		139.1-139.3	44.3	1541.3
131.5-131.7	41.9	1378.9		139.4-139.6	44.4	1548.3
131.8-132.1	42.0	1385.4		139.7-139.9	44.5	1555.3
132.2-132.4	42.1	1392.0		140.0-140.2	44.6	1562.3
132.5-132.7	42.2	1398.7		140.3-140.5	44.7	1569.3
132.8-133.0	42.3	1405.3		140.6-140.8	44.8	1576.3
133.1-133.3	42.4	1412.0		140.9-141.1	44.9	1583.4
133.4-133.6	42.5	1418.6		141.2-141.5	45.0	1590.4
133.7-133.9	42.6	1425.3		141.6-141.8	45.1	1597.5
134.0-134.3	42.7	1432.0		141.9-142.1	45.2	1604.6
134.4-134.6	42.8	1438.7		142.2-142.4	45.3	1611.7
134.7-134.9	42.9	1445.5		142.5-142.7	45.4	1618.8
135.0-135.2	43.0	1452.2		142.8-143.0	45.5	1626.0
135.3-135.5	43.1	1459.0		143.1-143.3	45.6	1633.1
135.6-135.8	43.2	1465.7		143.4-143.7	45.7	1640.3
135.9-136.1	43.3	1472.5		143.8-144.0	45.8	1647.5
136.2-136.5	43.4	1479.3		144.1-144.3	45.9	1654.7

ROUND BIN CC				ERTING CIRCUMFI FACTOR CHART	ERENCE TO DI	AMETER:
FACTOR F	OR DETERM	INING GRO	SS	CUBIC FEET IN RO	UND STRUCTI	JRES
Circumference (feet)	Diameter (feet)	Factor (sq. ft.)		Circumference (feet)	Diameter (feet)	Factor (sq. ft.)
144.4-144.6	46.0	1661.9		152.2-152.5	48.5	1847.5
144.7-144.9	46.1	1669.1		152.6-152.8	48.6	1855.1
145.0-145.2	46.2	1676.4		152.9-153.1	48.7	1862.7
145.3-145.6	46.3	1683.7		153.2-153.4	48.8	1870.4
145.7-145.9	46.4	1690.9		153.5-153.7	48.9	1878.1
146.0-146.2	46.5	1698.2		153.8-154.0	49.0	1885.7
146.3-146.5	46.6	1705.5		154.1-154.4	49.1	1893.5
146.6-146.8	46.7	1712.9		154.5-154.7	49.2	1901.2
146.9-147.1	46.8	1720.2		154.8-155.0	49.3	1908.9
147.2-147.4	46.9	1727.6		155.1-155.3	49.4	1916.7
147.5-147.8	47.0	1734.9		155.4-155.6	49.5	1924.4
147.9-148.1	47.1	1742.3		155.7-155.9	49.6	1932.2
148.2-148.4	47.2	1749.7		156.0-156.2	49.7	1940.0
148.5-148.7	47.3	1757.2		156.3-156.6	49.8	1947.8
148.8-149.0	47.4	1764.6		156.7-156.9	49.9	1955.7
149.1-149.3	47.5	1772.1		157.0-157.2	50.0	1963.5
149.4-149.6	47.6	1779.5				
149.7-150.0	47.7	1787.0				
150.1-150.3	47.8	1794.5				
150.4-150.6	47.9	1802.0				
150.7-150.9	48.0	1809.6				
151.0-151.2	48.1	1817.1				
151.3-151.5	48.2	1824.7				
151.6-151.8	48.3	1832.3				
151.9-152.1	48.4	1839.8				

#### OBSTACLE DEDUCTION (NET CUBIC FEET)

### STUD AND JOIST DEDUCTION FORMULAS

- A 2" X 4" MULTIPLY THE NUMBER OF STUDS TIMES DEPTH IN THE CROP AND DIVIDE BY 18.
- B 2" X 6" MULTIPLY THE NUMBER OF STUDS TIMES DEPTH IN THE CROP AND DIVIDE BY 12
- C 2" X 8" MULTIPLY THE NUMBER OF STUDS TIMES DEPTH IN THE CROP AND DIVIDE BY 9.



Whole Percent			TENTHS	OF PERC	ENT - MO	ISTURE				
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
14						1.0000	.9988	.9976	.9964	.995
15	.9940	.9928	.9916	.9904	.9892	.9880	.9868	.9856	.9844	.983
16	.9820	.9808	.9796	.9784	.9772	.9760	.9748	.9736	.9724	.971
17	.9700	.9688	.9676	.9664	.9652	.9640	.9628	.9616	.9604	.959
18	.9580	.9568	.9556	.9544	.9532	.9520	.9508	.9496	.9484	.947
19	.9460	.9448	.9436	.9424	.9412	.9400	.9388	.9376	.9364	.935
20	.9340	.9328	.9316	.9304	.9292	.9280	.9268	.9256	.9244	.923
21	.9220	.9208	.9196	.9184	.9172	.9160	.9148	.9136	.9124	.911
22	.9100	.9088	.9076	.9064	.9052	.9040	.9028	.9016	.9004	.899
23	.8980	.8968	.8956	.8944	.8932	.8920	.8908	.8896	.8884	.887
24	.8860	.8848	.8836	.8824	.8812	.8800	.8788	.8776	.8764	.875
25	.8740	.8728	.8716	.8704	.8692	.8680	.8668	.8656	.8644	.863
26	.8620	.8608	.8596	.8584	.8572	.8560	.8548	.8536	.8524	.851
27	.8500	.8488	.8476	.8464	.8452	.8440	.8428	.8416	.8404	.839
28	.8380	.8368	.8356	.8344	.8332	.8320	.8308	.8296	.8284	.827
29	.8260	.8248	.8236	.8224	.8212	.8200	.8188	.8176	.8164	.815
30	.8140	.8128	.8116	.8104	.8092	.8080	.8068	.8056	.8044	.803
31	.8020	.8008	.7996	.7984	.7972	.7960	.7948	.7936	.7924	.791
32	.7900	.7888	.7876	.7864	.7852	.7840	.7828	.7816	.7804	.779
33	.7780	.7768	.7756	.7744	.7732	.7720	.7708	.7696	.7684	.767
34	.7660	.7648	.7636	.7624	.7612	.7600	.7588	.7576	.7564	.755
35	.7540	.7528	.7516	.7504	.7492	.7480	.7468	.7456	.7444	.743
36	.7420	.7408	.7396	.7384	.7372	.7360	.7348	.7336	.7324	.731
37	.7300	.7288	.7276	.7264	.7252	.7240	.7228	.7216	.7204	.719
38	.7180	.7168	.7156	.7144	.7132	.7120	.7108	.7096	.7084	.707
39	.7060	.7048	.7036	.7024	.7012	.7000	.6988	.6976	.6964	.695
40	.6940	.6928	.6916	.6904	.6892	.6880	.6868	.6856	.6844	.683

## BARLEY MOISTURE ADJUSTMENT FACTOR TABLE

# EXHIBIT 24

MALTING BA	ARLEY MC	DISTURE 2	ADJUSTMENT	FACTOR	TABLE
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Whole Percent			TENTHS OF PERCENT - MOISTURE								
Moisture	.0	.1	.2	.3	.4	.5	.6	•7	.8	.9	
13	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9893	
14	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.977	
15	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.965	
16	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.953	
17	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.941	
18	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292	
19	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.917	
20	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.905	
21	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.893	
22	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812	
23	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.869	
24	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.857	
25	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.845	
26	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.833	
27	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.821	
28	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.809	
29	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.797	
30	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.785	
31	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.773	
32	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.761	
33	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.749	
34	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.737	
35	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.725	
36	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.713	
37	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.701	
38	.7000	.6988	.6976	.6964	.6952	.6940	.6928	.6916	.6904	.6892	
39	.6880	.6868	.6856	.6844	.6832	.6820	.6808	.6796	.6784	.677	
40	.6760	.6748	.6736	.6724	.6712	.6700	.6688	.6676	.6664	.6652	

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.8080

.7960

.7840

.7720

.7600

.7480

.7360

.8068

.7948

.7828

.7708

.7588

.7468

.7348

.8056

.7936

.7816

.7696

.7576

.7456

.7336

#### **EXHIBIT 24**

Whole		TENTE	IS OF PEI	RCENT - I						
Percent <u></u> Moisture	.0	.1	.2	.3	.4	• 5	.6	.7	.8	.9
18	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892
19	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772
20	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652
21	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532
22	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412
23	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292
24	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172
25	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052
26	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932
27	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812
28	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692
29	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572
30	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452
31	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332
32	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212
33	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092

.8032

.7912

.7792

.7672

.7552

.7432

.7312

.8020

.7900

.7780

.7660

.7540

.7420

.7300

.8008

.7888

.7768

.7648

.7528

.7408

.7288

.8044

.7924

.7804

.7684

.7564

.7444

.7324

#### COMMERCIAL BEANS MOISTURE ADJUSTMENT FACTOR TABLE

.7996

.7876

.7756

.7636

.7516

.7396

.7276

.7984

.7864

.7744

.7624

.7504

.7384

.7264

.7972

.7852

.7732

.7612

.7492

.7372

.7252

# EXHIBIT 24

#### CORN MOISTURE ADJUSTMENT FACTOR TABLE

Whole Percent	TENTHS OF PERCENT - MOISTURE											
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9		
15	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892		
16	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772		
17	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652		
18	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532		
19	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412		
20	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292		
21	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172		
22	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052		
23	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932		
24	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812		
25	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692		
26	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572		
27	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452		
28	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332		
29	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212		
30	.8200	.8180	.8160	.8140	.8120	.8100	.8080	.8060	.8040	.8020		
31	.8000	.7980	.7960	.7940	.7920	.7900	.7880	.7860	.7840	.7820		
32	.7800	.7780	.7760	.7740	.7720	.7700	.7680	.7660	.7640	.7620		
33	.7600	.7580	.7560	.7540	.7520	.7500	.7480	.7460	.7440	.7420		
34	.7400	.7380	.7360	.7340	.7320	.7300	.7280	.7260	.7240	.7220		
35	.7200	.7180	.7160	.7140	.7120	.7100	.7080	.7060	.7040	.7020		
36	.7000	.6980	.6960	.6940	.6920	.6900	.6880	.6860	.6840	.6820		
37	.6800	.6780	.6760	.6740	.6720	.6700	.6680	.6660	.6640	.6620		
38	.6600	.6580	.6560	.6540	.6520	.6500	.6480	.6460	.6440	.6420		
39	.6400	.6380	.6360	.6340	.6320	.6300	.6280	.6260	.6240	.6220		
40	.6200	.6180	.6160	.6140	.6120	.6100	.6080	.6060	.6040	.6020		

#### **APRIL 1997**

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40

.7720

.7600

.7480

.7360

.7240

.7120

.7000

.6880

.7708

.7588

.7468

.7348

.7228

.7108

.6988

.6868

.7696

.7576

.7456

.7336

.7216

.7096

.6976

.6856

.7684

.7564

.7444

.7324

.7204

.7084

.6964

.6844

.7672

.7552

.7432

.7312

.7192

.7072

.6952

.6832

#### **EXHIBIT 24**

Whole Percent			TENTHS	OF PERCI	ENT - MO	ISTURE				
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
14	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892
15	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772
16	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652
17	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532
18	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412
19	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292
20	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172
21	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052
22	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932
23	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812
24	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692
25	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572
26	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452
27	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332
28	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212
29	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092
30	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.7972
31	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.7852
32	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.7732

GRAIN SORGHUM AND OATS MOISTURE ADJUSTMENT FACTOR TABLE

.7660

.7540

.7420

.7300

.7180

.7060

.6940

.6820

.7648

.7528

.7408

.7288

.7168

.7048

.6928

.6808

.7624

.7504

.7384

.7264

.7144

.7024

.6904

.6784

.7636

.7516

.7396

.7276

.7156

.7036

.6916

.6796

.7612

.7492

.7372

.7252

.7132

.7012

.6892

.6772

# EXHIBIT 24

HYBRID CORN	SEED	MOISTURE	ADJUSTMENT	FACTOR	TABLE	

Whole Percent			TENTHS	OF PERC	ENT - MC	DISTURE				
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
10	1.0660	1.0648	1.0636	1.0624	1.0612	1.0600	1.0588	1.0576	1.0564	1.0552
11	1.0540	1.0528	1.0516	1.0504	1.0492	1.0480	1.0468	1.0456	1.0444	1.0432
12	1.0420	1.0408	1.0396	1.0384	1.0372	1.0360	1.0348	1.0336	1.0324	1.0312
13	1.0300	1.0288	1.0276	1.0264	1.0252	1.0240	1.0228	1.0216	1.0204	1.0192
14	1.0180	1.0168	1.0156	1.0144	1.0132	1.0120	1.0108	1.0096	1.0084	1.0072
15	1.0060	1.0048	1.0036	1.0024	1.0012	1.0000	.9988	.9976	.9964	.9952
16	.9940	.9928	.9916	.9904	.9892	.9880	.9868	.9856	.9844	.9832
17	.9820	.9808	.9796	.9784	.9772	.9760	.9748	.9736	.9724	.9712
18	.9700	.9688	.9676	.9664	.9652	.9640	.9628	.9616	.9604	.9592
19	.9580	.9568	.9556	.9544	.9532	.9520	.9508	.9496	.9484	.9472
20	.9460	.9448	.9436	.9424	.9412	.9400	.9388	.9376	.9364	.9352
21	.9340	.9328	.9316	.9304	.9292	.9280	.9268	.9256	.9244	.9232
22	.9220	.9208	.9196	.9184	.9172	.9160	.9148	.9136	.9124	.9112
23	.9100	.9088	.9076	.9064	.9052	.9040	.9028	.9016	.9004	.8992
24	.8980	.8968	.8956	.8944	.8932	.8920	.8908	.8896	.8884	.8872
25	.8860	.8848	.8836	.8824	.8812	.8800	.8788	.8776	.8764	.8752
26	.8740	.8728	.8716	.8704	.8692	.8680	.8668	.8656	.8644	.8632
27	.8620	.8608	.8596	.8584	.8572	.8560	.8548	.8536	.8524	.8512
28	.8500	.8488	.8476	.8464	.8452	.8440	.8428	.8416	.8404	.8392
29	.8380	.8368	.8356	.8344	.8332	.8320	.8308	.8296	.8284	.8272
30	.8260	.8248	.8236	.8224	.8212	.8200	.8188	.8176	.8164	.8152
31	.8140	.8128	.8116	.8104	.8092	.8080	.8068	.8056	.8044	.8032
32	.8020	.8008	.7996	.7984	.7972	.7960	.7948	.7936	.7924	.7912
33	.7900	.7888	.7876	.7864	.7852	.7840	.7828	.7816	.7804	.7792
34	.7780	.7768	.7756	.7744	.7732	.7720	.7708	.7696	.7684	.7672
35	.7660	.7648	.7636	.7624	.7612	.7600	.7588	.7576	.7564	.7552
36	.7540	.7528	.7516	.7504	.7492	.7480	.7468	.7456	.7444	.7432
37	.7420	.7408	.7396	.7384	.7372	.7360	.7348	.7336	.7324	.7312
38	.7300	.7288	.7276	.7264	.7252	.7240	.7228	.7216	.7204	.7192
39	.7180	.7168	.7156	.7144	.7132	.7120	.7108	.7096	.7084	.7072
40	.7060	.7048	.7036	.7024	.7012	.7000	.6988	.6976	.6964	.6952

# **APRIL 1997**

## EXHIBIT 24

Whole Percent										
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
10	1.0360	1.0348	1.0336	1.0324	1.0312	1.0300	1.0288	1.0276	1.0264	1.025
11	1.0240	1.0228	1.0216	1.0204	1.0192	1.0180	1.0168	1.0156	1.0144	1.013
12	1.0120	1.0108	1.0096	1.0084	1.0072	1.0060	1.0048	1.0036	1.0024	1.001
13	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.989
14	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.977
15	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.965
16	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.953
17	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.941
18	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.929
19	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.917
20	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.905
21	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.893
22	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.881
23	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.869
24	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.857
25	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.845
26	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.833
27	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.821
28	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.809
29	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.797
30	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.785
31	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.773
32	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.761
33	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.749
34	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.737
35	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.725
36	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.713
37	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.701
38	.7000	.6988	.6976	.6964	.6952	.6940	.6928	.6916	.6904	.689
39	.6880	.6868	.6856	.6844	.6832	.6820	.6808	.6796	.6784	.677
40	.6760	.6748	.6736	.6724	.6712	.6700	.6688	.6676	.6664	.665

HYBRID SORGHUM SEED MOISTURE ADJUSTMENT FACTOR TABLE

# EXHIBIT 24

#### POPCORN MOISTURE ADJUSTMENT FACTOR TABLE

Whole Percent	TENTHS OF PERCENT - MOISTURE										
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9	
15	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892	
16	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772	
17	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652	
18	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532	
19	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412	
20	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292	
21	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172	
22	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052	
23	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932	
24	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812	
25	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692	
26	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572	
27	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452	
28	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332	
29	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212	
30	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092	
31	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.7972	
32	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.7852	
33	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.7732	
34	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.7612	
35	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.7492	
36	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.7372	
37	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.7252	
38	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.7132	
39	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.7012	
40	.7000	.6988	.6976	.6964	.6952	.6940	.6928	.6916	.6904	.6892	

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## EXHIBIT 24

#### RICE MOISTURE ADJUSTMENT FACTOR TABLE

Whole Percent	TENTHS OF PERCENT - MOISTURE											
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9		
12	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892		
13	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772		
14	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652		
15	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532		
16	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412		
17	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292		
18	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172		
19	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052		
20	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932		
21	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812		
22	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692		
23	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572		
24	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452		
25	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332		
26	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212		
27	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092		
28	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.7972		
29	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.7852		
30	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.7732		
31	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.7612		
32	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.7492		
33	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.7372		
34	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.7252		
35	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.7132		
36	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.7012		
37	.7000	.6988	.6976	.6964	.6952	.6940	.6928	.6916	.6904	.6892		
38	.6880	.6868	.6856	.6844	.6832	.6820	.6808	.6796	.6784	.6772		
39	.67.60	.6748	.6736	.6724	.6712	.6700	.6688	.6676	.6664	.6652		
40	.66.40											

#### RYE MOISTURE ADJUSTMENT FACTOR TABLE

Whole Percent	TENTHS OF PERCENT - MOISTURE										
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9	
16	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892	
17	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772	
18	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652	
19	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532	
20	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412	
21	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292	
22	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172	
23	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052	
24	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932	
25	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812	
26	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692	
27	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572	
28	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452	
29	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332	
30	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212	
31	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092	
32	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.7972	
33	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.7852	
34	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.7732	
35	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.7612	
36	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.7492	
37	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.7372	
38	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.7252	
39	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.7132	
40	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.7012	

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### EXHIBIT 24

#### SAFFLOWERS MOISTURE ADJUSTMENT FACTOR TABLE

Whole Percent		TENTHS OF PERCENT - MOISTURE										
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9		
08	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892		
09	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772		
10	.9880	.9748	.9736	.9724	.9832	.9820	.9688	.9676	.9664	.9652		
11	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532		
12	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412		
	• • • • • • • • • • • • • • • • • • • •	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	• • • • • • •	• • • • • •	• • • • • •	• > 100	• • • • • • •	• • • • • •	• • • • • • •	.,		
13	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292		
14	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172		
15	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052		
16	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932		
17	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812		
18	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692		
19	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572		
20	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452		
21	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332		
22	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212		
23	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092		
24	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.7972		
25	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.7852		
26	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.7732		
27	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.7612		
28	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.7492		
29	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.7372		
30	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.7252		
31	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.7132		
32	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.7012		
33	.7000	.6988	.6976	.6964	.6952	.6940	.6928	.6916	.6904	.6892		
34	.6880	.6868	.6856	.6844	.6832	.6820	.6808	.6796	.6784	.6772		

# EXHIBIT 24

#### SOYBEAN MOISTURE ADJUSTMENT FACTOR TABLE

Percent Moisture 13	.0	.1	•														
10			.2	.3	.4	.5	.6	.7	.8	.9							
	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892							
14	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772							
15	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652							
16	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532							
17	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412							
18	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292							
19	.9280	.9268	.9256	.9304	.9352	.9220	.9208	.9310	.9304	.9292							
20	.9280	.9208	.9236	.9244	.9232	.9220	.9208	.9196	.9164	.9172							
20	.9040	.9028	.9130	.9124	.8992	.8980	.8968	.9076	.8944	.8932							
22	.8920	.9028	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812							
22	.8920	.8908	.8896	.0004	.00/2	.8860	.0040	.0030	.0024	.0012							
23	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692							
24	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572							
25	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452							
26	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332							
27	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212							
28	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092							
29	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.7972							
30	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.7852							
31	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.7732							
32	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.7612							
33	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.7492							
34	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.7372							
35	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.7252							
36	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.7132							
37	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.7012							
38	.7000	.6988	.6976	.6964	.6952	.6940	.6928	.6916	.6904	.6892							
39	.6880	.6868	.6856	.6844	.6832	.6820	.6808	.6796	.6784	.6772							
40	.6760	.6748	.6736	.6724	.6712	.6700	.6688	.6676	.6664	.6652							

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### EXHIBIT 24

#### SUNFLOWERS MOISTURE ADJUSTMENT FACTOR TABLE

Whole			TENTHS	OF PERCI	ENT – MO	ISTURE				
Percent		1		2	4		-		0	
Moisture	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
10	1.0000	.9988	.9976	.9964	.9952	.9940	.9928	.9916	.9904	.9892
11	.9880	.9868	.9856	.9844	.9832	.9820	.9808	.9796	.9784	.9772
12	.9760	.9748	.9736	.9724	.9712	.9700	.9688	.9676	.9664	.9652
13	.9640	.9628	.9616	.9604	.9592	.9580	.9568	.9556	.9544	.9532
14	.9520	.9508	.9496	.9484	.9472	.9460	.9448	.9436	.9424	.9412
15	.9400	.9388	.9376	.9364	.9352	.9340	.9328	.9316	.9304	.9292
16	.9280	.9268	.9256	.9244	.9232	.9220	.9208	.9196	.9184	.9172
17	.9160	.9148	.9136	.9124	.9112	.9100	.9088	.9076	.9064	.9052
18	.9040	.9028	.9016	.9004	.8992	.8980	.8968	.8956	.8944	.8932
19	.8920	.8908	.8896	.8884	.8872	.8860	.8848	.8836	.8824	.8812
20	.8800	.8788	.8776	.8764	.8752	.8740	.8728	.8716	.8704	.8692
21	.8680	.8668	.8656	.8644	.8632	.8620	.8608	.8596	.8584	.8572
22	.8560	.8548	.8536	.8524	.8512	.8500	.8488	.8476	.8464	.8452
23	.8440	.8428	.8416	.8404	.8392	.8380	.8368	.8356	.8344	.8332
24	.8320	.8308	.8296	.8284	.8272	.8260	.8248	.8236	.8224	.8212
25	.8200	.8188	.8176	.8164	.8152	.8140	.8128	.8116	.8104	.8092
26	.8080	.8068	.8056	.8044	.8032	.8020	.8008	.7996	.7984	.7972
27	.7960	.7948	.7936	.7924	.7912	.7900	.7888	.7876	.7864	.7852
28	.7840	.7828	.7816	.7804	.7792	.7780	.7768	.7756	.7744	.7732
29	.7720	.7708	.7696	.7684	.7672	.7660	.7648	.7636	.7624	.7612
30	.7600	.7588	.7576	.7564	.7552	.7540	.7528	.7516	.7504	.7492
31	.7480	.7468	.7456	.7444	.7432	.7420	.7408	.7396	.7384	.7372
32	.7360	.7348	.7336	.7324	.7312	.7300	.7288	.7276	.7264	.7252
33	.7240	.7228	.7216	.7204	.7192	.7180	.7168	.7156	.7144	.7132
34	.7120	.7108	.7096	.7084	.7072	.7060	.7048	.7036	.7024	.7012
35	.7000	.6988	.6976	.6964	.6952	.6940	.6928	.6916	.6904	.6892
36	.6880	.6868	.6856	.6844	.6832	.6820	.6808	.6796	.6784	.6772

FCIC-25010

### EXHIBIT 24

#### WHEAT MOISTURE ADJUSTMENT FACTOR TABLE

Whole			TENTHS	OF PERC	ENT - MO	ISTURE				
Percent <u></u> Moisture	.0	.1	.2	.3	.4	• 5	.6	•7	.8	.9
13					1.0000	.9988	.9976	.9964	.9952	
14	.9940	.9928	.9916	.9904	.9892	.9880	.9868	.9856	.9844	.9832
15	.9820	.9808	.9796	.9784	.9772	.9760	.9748	.9736	.9724	.9712
16	.9700	.9688	.9676	.9664	.9652	.9640	.9628	.9616	.9604	.9592
17	.9580	.9568	.9556	.9544	.9532	.9520	.9508	.9496	.9484	.9472
18	.9460	.9448	.9436	.9424	.9412	.9400	.9388	.9376	.9364	.9352
19	.9340	.9328	.9316	.9304	.9292	.9280	.9268	.9256	.9244	.9232
20	.9220	.9208	.9196	.9184	.9172	.9160	.9148	.9136	.9124	.9112
21	.9100	.9088	.9076	.9064	.9052	.9040	.9028	.9016	.9004	.8992
22	.8980	.8968	.8956	.8944	.8932	.8920	.8908	.8896	.8884	.8872
23	.8860	.8848	.8836	.8824	.8812	.8800	.8788	.8776	.8764	.8752
24	.8740	.8728	.8716	.8704	.8692	.8680	.8668	.8656	.8644	.8632
25	.8620	.8608	.8596	.8584	.8572	.8560	.8548	.8536	.8524	.8512
26	.8500	.8488	.8476	.8464	.8452	.8440	.8428	.8416	.8404	.8392
27	.8380	.8368	.8356	.8344	.8332	.8320	.8308	.8296	.8284	.8272
28	.8260	.8248	.8236	.8224	.8212	.8200	.8188	.8176	.8164	.8152
29	.8140	.8128	.8116	.8104	.8092	.8080	.8068	.8056	.8044	.8032
30	.8020	.8008	.7996	.7984	.7972	.7960	.7948	.7936	.7924	.7912
31	.7900	.7888	.7876	.7864	.7852	.7840	.7828	.7816	.7804	.7792
32	.7780	.7768	.7756	.7744	.7732	.7720	.7708	.7696	.7684	.7672
33	.7660	.7648	.7636	.7624	.7612	.7600	.7588	.7576	.7564	.7552
34	.7540	.7528	.7516	.7504	.7492	.7480	.7468	.7456	.7444	.7432
35	.7420	.7408	.7396	.7384	.7372	.7360	.7348	.7336	.7324	.7312
36	.7300	.7288	.7276	.7264	.7252	.7240	.7228	.7216	.7204	.7192
37	.7180	.7168	.7156	.7144	.7132	.7120	.7108	.7096	.7084	.7072
38	.7060	.7048	.7036	.7024	.7012	.7000	.6988	.6976	.6964	.6952
39	.6940	.6928	.6916	.6904	.6892	.6880	.6868	.6856	.6844	.6832
40	.6820	.6808	.6796	.6784	.6772	.6760	.6748	.6736	.6724	.6712

### **EXHIBIT 25**

### PREPARATION OF PRODUCTION PRE-MEASUREMENT INSPECTION FORM (FOR FSA ONLY)

- A The following instructions are for the completion of the FCI-74, Pre-Measurement Inspection. Item numbers specifically NOT covered by these instructions shall be left blank.
- B <u>FCI-74 Production Pre-measurement Inspection Heading.</u>
  - (1) Delete "FORM APPROVED OFFICE OF MANAGEMENT AND BUDGET NO. 40-R3235".
  - (2) Delete "Form FCI-74".
  - (3) Delete "FIELD INSPECTION AND CLAIM FOR INDEMNITY".

### C <u>FCI-74, Part I Heading</u>

- (1) Delete Notice of Damage.
- (2) Item 1: Name of insured (as shown on the most recent Policy Confirmation).
- (3) Item 2: Contract number from accepted FCI-12, Application.
- (4) Item 4: Name of crop in structure(s) being measured.
- (5) Item 5: Crop Year.
- (6) Item 10: Legal description or location where insured can be reached.
- (7) Item 11: Telephone number (including area code) of insured.
- (8) Item 14: Date insured requested the pre-measurement inspection in block labeled "1st". A request for a pre-measurement inspection may be considered as a notice of loss for follow-up purposes.
- (9) Items 16-18: Enter "PRODUCTION PRE-MEASUREMENT INSPECTION".
- D <u>FCI-74, Part II, Acreage Appraised, Appraised</u> Production and Adjustments) Leave the entire part blank.

### PREPARATION OF PRODUCTION PRE-MEASUREMENT INSPECTION FORM (FOR FSA ONLY)

- E <u>FCI-74, Part III, Harvested Production</u>- General Information.
  - (1) Measure all production stored in each structure being measured.
  - (2) Use separate lines for:
    - (a) Separate structures.
    - (b) Varying shares.
    - (c) Conical piles. For storage structure with a cone in the top or bottom, refer to Exhibits 19 and 20.
  - (3) Items 44 through 47 are for bin measurement entries. Entries in these items are made only for rectangular and round structures containing dry production. If structures are a combination of shapes, break into a series of average measurements, if possible.
  - (4) Enter "Odd Shape" or "Conical Pile" in Items 44 through 47 if production is stored in odd shaped structures or conical piles other than at the top of a bin. Computations of production stored in these structures are required in Item 51.
  - (5) For determining stored silage "NEW or "OLD," refer to the Corn Handbook.
  - (6) Lines used shall be identified by a line number in the margin to the left of Item 44. Example: 1, 2, 3, etc.
- F <u>Production Pre-Measurement Inspection Item entries on the FCI-74 PART III</u>, (Harvested Production).
  - (1) Item 44: Measurement in feet to tenths of structural space occupied by crop.
    - (a) Length if rectangular or square.
    - (b) Diameter if round.
  - (2) Item 45: Width measurement in feet to tenths of space occupied by crop in structure if rectangular to square. If round, enter "RND".
  - (3) Item 46: Depth measurement in feet to tenths of space occupied by crop in rectangular, round or square structure.
  - (4) Item 47: Cubic feet to tenths of crop space displaced by chutes, vents, studs, crossties, etc. Refer to Paragraph 121 for computation instructions.

#### PREPARATION OF PRODUCTION PRE-MEASUREMENT INSPECTION FORM (FOR FSA ONLY)

- (5) Item 48: Make no entry.
- (6) Item 49: For corn only, describe crop stored (shelled (SH), ear (EA), silage (S), etc.).
- (7) Item 50: Delete item heading. If the crop in the structure being measured is old production, enter "OP"; if the production in the structure being measure is new, enter "NP".
- (8) Item 51: Make no entry.
- (9) Items 52-58: At the time of loss adjustment, enter on the service office copy, in parentheses, the current crop year unit(s) which has been combined with the pre-measured production.
- (10) Item 59: Compute and enter the production on a line basis where measurements are not shown for the structure. Use unit(s) of measure applicable for the crop. Show calculations on an FCI-6 and attach to the service office copy.
- (11) Item 60: Draw sketch map showing structure design of the storage facility(ies) and its relative location to the farmstead home for each numerically identified line entry in Items 44-59.
- (12) Item 61: Make no entry.
- (13) Item 62: Delete "1st Inspection" and "Date."
- (14) Item 63: Make no entry.
- (15) Item 64: Delete "2nd Inspection" and "Date."
- (16) Item 65: Make no entry.
- (17) Item 66: Delete "3rd Inspection" and "Date."
- (18) Item 67: Make no entry.

After the deletions in Items 62, 64, and 66, enter the statement "Undersigned insured agrees to the above determinations".

- (19) Item 68: Delete "4th or Final" before insured or authorized representative signs and dates.
- (20) Item 69: Delete "4th or Final" before you enter your 5-digit code number, signature and date.

### PREPARATION OF PRODUCTION PRE-MEASUREMENT INSPECTION FORM (FOR FSA ONLY)

(21) Item 70: Page number (Example: Page 1 of 2 pages).

### G <u>Distribution</u>.

- (1) Copy to insured.
- (2) Original to contract file folder.
- (3) Any other copy as designated by the FSA.

NOTE: The FSA may issue supplemental instructions for any unusual cases in their region.

**EXHIBIT 25** 

(RESERVED)

### PREPARATION OF GROWING SEASON INSPECTION FORM (FOR FSA ONLY)

- A <u>Complete an claim form</u> for a growing season inspection. To identify the use of the claim form for a growing season inspection make the following entries:
  - (1) For FSA FCI-74, FCI-74 T-P-C: Item 14 Enter "GSI" in FINAL box.
  - (2) For FSA FCI-74, FCI-74 T-P-C: Items 16 and 17 Enter "Growing Season Inspection."
  - (3) FCI-74, FCI-74 T-P-C: Item 20 and 21 Leave Blank
  - (4) FCI-74, FCI-74 T-P-C: Item 33 Leave Blank. Item 34 Enter "GSI."
  - (5) FCI-74: Item 35- Enter appraisal from appraisal worksheet. FCI-74 T-P-C: Item 36 - Enter Appraisal from appraisal worksheet.
  - (6) FCI-74 T-P-C: Item 35 Enter "GSI."
  - (7) FCI-74 T-P-C: Item 40 Enter APH yield. FCI 74: Item 42 - Enter the APH yield.
  - (8) FCI-74: Items 68 and 69 Delete "4th or Final." Signature in Items 68 and 69.
  - (9) FCI-74 T-P-C: Items 66 and 67 Delete "4th or Final." Signatures in Items 66 and 67.

See individual crop handbook for any additional instructions.

### B <u>Distribution</u>

- (1) Original with Statement of Facts and appraisal worksheet to service office file folder.
- (2) Distribute the rest as instructed by the insurance provider.

(RESERVED)

#### SAMPLE OF A COMPARISON TABLE FOR ASSESSING DAMAGE FROM WEEDS

EFFECT OF INCREASING WEED DENSITY ON CROP YIELDS					
No. Of Weed Plants per Foot of Row	% Yield <u>Reduction</u>				
1/2* 1 3 6 12 54	4 7 9 12 16 24				
*one weed every two feet					
SOYBEANS AND COMMON COCKLEBUR 2					
No. of Weed Plants	% Yield				

No. of Weed Plants	% Yield
per Acre	<u>Reduction</u>
1,300	10
2,700	28
5,300	43
10,500	52
10,500	JZ

### SOYBEANS AND WILD MUSTARD 2

No. of Weed Plants per Foot of Row	% Yield <u>Reduction</u>
1	30
2	36
4	42
8	50
16	51

	FLAX AND WILD OATS 2	
No. of Weed Plants	% Yield	
per Foot of Row	Reduction	
10	2.0	
40	5.0	
70	6.3	
100	6.9	
130	7.4	
160	7.5	

Sources: Iowa State University and Oregon State University FSA RECOMMENDING & APPROVING OFFICIALS FOR FSA SERVICED INSURANCE CONTRACTS

## **APRIL 1997**

# EXHIBIT 28

DOCUMENT OR EVENT	CED	SED	RSO Dir.	Research & Development	Insurance Services	Ref.
<ul> <li>Successor-In-Interest (FCI-12 &amp;FCI- 12A)</li> </ul>	R	А				
Late-Filed Application	R	А				
Late-Filed Contract Change	R	А				
<ul> <li>Mutual Consent and Corporation Cancellation</li> </ul>	R	А				
<ul> <li>Late-Filed Acreage Report (Determined or requested)</li> </ul>	R	A				
<ul> <li>Revised Acreage Report (After Final Acreage Reporting Date)</li> </ul>	R	A				
Claim For Indemnity -						RM-91
<ul> <li>Controversial</li> <li>Misrepresentation</li> <li>With Revised Acreage Report</li> <li>Corrected Claim</li> <li>Delayed Claim</li> <li>Delayed Notice</li> </ul>	R R R R R	R R R R R	A A A A A A			& LAM
Appraisal Modifications	R	R	А			LAM
Appraisal Deviations	R	R	R	R & A	R & A	LAM
Waive inspection/Severe Wind Erosion	R	R	R	R & A	R & A	LAM
<ul> <li>Extend time to finalize claim after the end of the insurance period.</li> </ul>	R	R	R	R & A	R & A	LAM
Waive requirement to Destroy Crop						
Good Faith Case	R	R	R	R&A	R & A	LAM
						LAM
R- Recommendation required either on FCI-6 or	indicat	ed hv si	anature	on document		

(RESERVED)

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