

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
LOUISIANA SWEET POTATO CROP PROVISIONS
For the 2011 and succeeding crop years

1. Definitions.

Approved yield for Fresh Market Sweet Potatoes—

In lieu of the definition of approved yield contained in the Basic Provisions, your approved yield is determined by summing the yearly actual yields of fresh market sweet potatoes and dividing the sum by the number of yields contained in the database. The database must contain at least four actual yields and may contain up to 10 consecutive crop years of actual or assigned yields. A transitional yield (T-Yield) may be used for yield substitution purposes.

Approved yield for Processing Sweet Potatoes - In lieu of the definition of approved yield contained in the Basic Provisions, your approved yield is determined by summing the yearly yields of processing sweet potatoes and dividing the sum by the number of yields contained in the database. The database must contain at least four actual or assigned yields and may contain up to 10 consecutive crop years of actual or assigned yields. If an insured does not have at least four years of records showing processing sweet potato production the fresh market actual yield for the same year will be multiplied by .67 and the applicable t-yield percentage to obtain an approved yield for processing sweet potatoes. A transitional yield (T-Yield) may be used for yield substitution purposes.

Basic unit – In lieu of the definition contained in the Basic Provisions, all of the sweet potato acreage in the county in which you have a share on the date coverage begins for the crop year.

Certified G-1 seed - Vine cuttings and roots produced during the first year of field production by a producer of certified seed.

Certified seed - Sweet potato seed that was produced and handled under procedures acceptable to a certifying agency within the state where the seed was produced and that was found to maintain satisfactory genetic purity and identity, and that are identified by a document, tag, label, or certificate attesting such.

Certifying agency - A State Department of Agriculture or other state agency authorized to regulate the production of seed.

Direct marketing – Sale of the insured crop directly to consumers without the intervention of an intermediary such as a wholesaler, retailer, packer, processor, shipper, buyer, or broker. Examples of direct marketing include selling through an on-farm or roadside stand, or a farmer's market, and permitting the general public to enter the field for the purpose of picking all or a portion of the crop.

Field production (of seed) - Propagation of seed outside a controlled environment such as a greenhouse.

Fresh market sweet potatoes - Sweet potatoes that are grown for harvest and grade U.S. Number 1 or U.S. Extra Number 1 in accordance with the United

States Standards for Grades of Sweet Potatoes, effective April 21, 2005.

Harvest - Removal of the marketable sweet potato tuberous roots from the soil, and placement in a container.

Hundredweight - One hundred pounds avoirdupois (cwt).

Jumbos – Sweet potato tuberous roots that weigh more than 36 ounces avoirdupois.

Marketable – Sweet potatoes that comply with the definition of either fresh market sweet potatoes or processing sweet potatoes.

Maturity - A condition in which the tuberous roots are typical of the production normally harvested in the area. The insured crop will not be considered to have achieved maturity before the conclusion of the number of days after planting specified in the Special Provisions.

Maximum allowable acreage – The number of acres equal to 110 percent of the greatest number of acres of planted sweet potatoes in which you had a share in any of the previous three crop years except that any acreage planted solely to fulfill a sweet potato processor contract for the current crop year will be excluded from the calculation of maximum allowable acreage. You must provide us with a copy of the processor contract to exclude the acreage.

Over-planting factor – A factor which is always 1.000 or less and that is used to adjust your production guarantee when you plant more acres of sweet potatoes than your maximum allowable acreage. This factor is determined in accordance with section 3. Acreage planted solely for processing under contract will have an overplanting factor of 1.000.

Planted acreage - In lieu of the definition contained in the Basic Provisions, planted acreage means land on which slips have been transplanted into a properly prepared bed at the correct depth and in rows sufficiently wide to permit mechanical cultivation.

Price for unharvested production - In accordance with paragraph 15(d) of the Basic Provisions, your price election will be reduced by the factor contained in the Special Provisions, or any addendum thereto, that takes into account costs not incurred and the result will be used to compute the amount of any indemnity in the event of a crop loss on unharvested acres.

Processor - Any business enterprise regularly engaged in processing sweet potatoes for human consumption, that possesses all licenses and permits for processing sweet potatoes required by the State in which it operates, and that possesses facilities, or has contractual access to such facilities, with enough equipment to accept and process the contracted sweet potatoes within a reasonable amount of time after harvest.

Processor contract - A written contract between the producer and the processor, containing at a minimum:

- (a) The producer's commitment to plant and grow sweet potatoes, and to sell and deliver the sweet potatoes to the processor;
- (b) The processor's commitment to purchase all production stated in the processor contract; and
- (c) A price per hundredweight that will be paid for the production.

You must submit a copy of the processor contract to exclude acreage for the current crop year from the maximum allowable acreage calculation.

Processing sweet potatoes - Sweet potatoes that are grown for harvest and grade U.S. No. 1 Petite, U.S. No. 2 (including jumbos), or U.S. Commercial in accordance with the United States Standards for Grades of Sweet Potatoes, effective April 21, 2005.

Production Guarantee (per acre) - In lieu of the definition in the Basic Provisions, your production guarantee is calculated in accordance with section 3(d).

Seed - Tuberous sweet potato roots planted to produce slips.

Slips - Shoots or vine cuttings produced from sweet potato seed that are planted to establish a new sweet potato crop.

Sweet potato - A plant of the species *Ipomoea batatas*, grown for tuberous roots primarily used for human consumption. The sweet potato plants will produce both the fresh market sweet potato type and the processing sweet potato type.

Types - Specified in the actuarial documents.

2. Unit.

A basic unit, as defined in section 1 of these Crop Provisions, and enterprise units are applicable. The provisions in the Basic Provisions regarding optional units are not applicable.

3. Insurance Guarantees, Coverage Levels, and Prices.

- (a) In addition to the requirements of section 3 of the Basic Provisions, you may select only one price election for each type insured under this policy. The price election you choose for each type must have the same percentage relationship to the maximum price offered by us for each type. For example, if you choose 100 percent of the maximum price election for one type, you must also choose 100 percent of the maximum price election for the other type.
- (b) For the purposes of determining the indemnity for unharvested acreage the price for unharvested production will be used.
- (c) Both the fresh market sweet potato type and the processing sweet potato type grown on the same acreage in the same county in the same year will be insured under this policy. Each type will have a separate approved yield.
- (d) If your insurable acreage of the insured sweet potatoes in this county for the current crop year exceeds 110 percent of the greatest number of insurable acres of the insured sweet potatoes that you produced in the county for any one of the

three previous crop years, your production guarantee (per acre) is calculated as follows:

- (1) Multiply the greatest number of insurable acres of the insured sweet potatoes that you produced in the county in any one of the three previous crop years by 1.10;
 - (2) Divide the result by the number of insurable acres of the crop produced by you in the county in the current crop year, to obtain the overplanting factor;
 - (3) Multiply the resulting overplanting factor (rounded to three decimal places and not to exceed 1.000) by the production guarantee (per acre) for the current crop year; and
 - (4) Multiply the result of paragraph 3 by your coverage level.
- (e) Instead of reporting your sweet potato production for the previous crop year as required by subsection 3(f) of the Basic Provisions, there is a lag period of one year and you are required to report production from two crop years previously, e.g., 2009 crop year production must be reported by the required date for the 2011 crop year.

4. Contract Changes.

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

5. Cancellation and Termination Dates.

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are February 28.

6. Insured Crop.

In accordance with section 8 of the Basic Provisions, the insured crop is:

- (a) All the sweet potatoes in the county:
 - (1) In which you have a share;
 - (2) That are planted for harvest as marketable sweet potatoes;
 - (3) For which premium rates are provided by the actuarial documents; and
 - (4) For which you have an approved yield as required in section 1. Your database to determine your approved yield for Fresh Market Sweet Potatoes must contain at least four actual yields.
- (b) A variety specified in the Special Provisions; and
- (c) Sweet potatoes that are not:
 - (1) Interplanted with another crop; or
 - (2) Sold or used for the production of seed or slips.

7. Insurable Acreage.

In addition to the provisions of section 9 of the Basic Provisions:

- (a) We will not insure any acreage that:
 - (1) Is sold by direct marketing;
 - (2) Does not meet the rotation requirements shown in the Special Provisions, if applicable;
 - (3) Is identified as uninsurable in the actuarial documents;
 - (4) Is subject to planting restriction orders issued by the official in the state responsible for the control of the sweet potato weevil,

witchweed, or other controlled insect, disease, or weed. A copy of these orders must be placed in your file by the acreage reporting date;

- (5) During either of the previous two years, was planted to any other crop that was damaged by fungal, bacterial or viral diseases or insects or nematodes that can affect sweet potatoes. Your acreage report certifies that the acreage you report as insurable was not damaged by fungal, bacterial or viral diseases or insects or nematodes that can affect sweet potatoes, and;
 - (6) In the preceding crop year was pasture. Your acreage report certifies that the acreage you report as insurable was not pasture in the preceding crop year.
- (b) The sweet potatoes must be planted using slips purchased from a certified seed-producer, or were produced by you from certified seed, or were produced by you from seed that you propagated from certified G-1 seed the previous crop year, and that are properly treated with a fungicide;
 - (c) The sweet potatoes must initially be planted with a sufficient number of slips to achieve a plant density of not less than the number specified in the Special Provisions (we will make an appraisal for uninsured causes of loss if a sufficient number of slips were not planted);
 - (d) Any acreage of the insured crop damaged before the final planting date to the extent that a majority of producers in the area would not normally further care for the crop, must be replanted unless we agree that it is not practical to replant; and
 - (e) If you plant more acres of sweet potatoes than the maximum allowable acreage, your production guarantee (per acre) will be determined in accordance with section 3(e).

8. Insurance Period.

In accordance with section 11 of the Basic Provisions, the calendar date for the end of the insurance period is November 15 following planting.

9. Causes of Loss

- (a) In accordance with the provisions of section 12 of the Basic Provisions, insurance is provided only against the following causes of loss that occur during the insurance period:
 - (1) Adverse weather conditions;
 - (2) Fire;
 - (3) Insects, plant disease, or weed infestation if:
 - (i) Adverse weather conditions prevented application of control measures or caused control measures to be ineffective after application, and reapplication was not possible or permitted before damage occurred or was worsened;
 - (ii) No legal effective chemical or non-chemical product intended to control weeds, fungi, insects, or disease, is available and labeled for use on sweet potatoes; and

- (iii) You have complied with all instructions or orders issued by the official in your state responsible for the control of the sweet potato weevil, witchweed, or other controlled insect, disease or weed, if applicable;

- (4) Wildlife;
- (5) Earthquake;
- (6) Volcanic eruption; or
- (7) Failure of the irrigation water supply due to a cause of loss specified in section 9(a)(1) through (6) that also occurs during the insurance period.

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

- (1) Damage that occurs after the sweet potatoes have been harvested; and
- (2) Your inability to market part or all of the production:
 - (i) Unless inability to market is caused by damage that is directly due to an insured cause of loss specified in section 9(a); or
 - (ii) For any other reason including but not limited to:
 - (A) Quarantine;
 - (B) Boycott; or
 - (C) Refusal of any buyer to accept your undamaged production.

10. Duties In The Event of Damage or Loss

- (a) Your duties:
 - (1) In lieu of section 14(b)(1) of the Basic Provisions, in case of damage to any sweet potatoes, you must give us notice within 72 hours of your initial discovery of damage.
 - (2) In accordance with the requirements of section 14 of the Basic Provisions, you must leave representative samples of unharvested production in all harvested fields or subfields for which you have provided a "Notice of Loss or Damage." You may not harvest or destroy the representative samples until we have inspected the field or 15 days after the date you notify us that you have finished harvesting;
 - (3) You must provide documents that identify the seed that was planted, including its source; and
 - (4) You must sort and grade a sample of the crop in a storage facility, as designated by us, according to the definitions of fresh sweet potatoes and processing sweet potatoes, under the supervision of our representative, to determine the stored production to count.
 - (5) You must continue to care for the harvested crop during curing and storage until loss adjustment is completed.
- (b) Our duties (in addition to those stated in section 14 of the Basic Provisions):

- (1) We will perform an appraisal of production of any damaged sweet potatoes provided the sweet potatoes have achieved maturity. If maturity has not been achieved, we may defer our appraisal of production until such time as the insured crop achieves maturity; and
- (2) We will perform an appraisal of the number of surviving plants prior to maturity for acreage that you intend to abandon or put to another use. We will use the ratio of surviving plants to the original plant population to establish the amount of production to account for such acreage.
- (3) We will complete our appraisal of any sweet potatoes in a storage facility by December 15 of the crop year.

11. Settlement of Claim.

- (a) We will determine your loss on a unit basis. Acres referenced below do not include acres identified as uninsurable in the actuarial documents; likewise, production from such acres is not included in the following computations.
- (b) In the event of loss or damage covered by this policy, we will settle your claim by:
 - (1) Multiplying the insured harvested acreage by its respective production guarantee (per acre), by type if applicable;
 - (2) Multiplying the insured unharvested acreage by its respective production guarantee (per acre), by type if applicable;
 - (3) Multiplying the result in section 11(b)(1) by the respective price election, by type if applicable;
 - (4) Multiplying the result in section 11(b)(2) by the respective price election, by type if applicable;
 - (5) Totaling the results in section 11(b)(3) and 11(b)(4);
 - (6) Multiplying the total production to count of harvested acreage of each type, if applicable, by its respective price election;
 - (7) Multiplying the total production to count of unharvested acreage of each type, if applicable, by its respective price election;
 - (8) Totaling the results in sections 11(b)(6) and 11(b)(7);
 - (9) Subtracting the results in section 11(b)(8) from the results of section 11(b)(5);
 - (10) Summing the results of section 11(b)(9); and,
 - (11) Multiplying the result in section 11(b)(10) your share.
- (c) The total production to count (in hundredweight) from all insurable acreage on the unit will include:
 - (1) All appraised production as follows:
 - (i) Not less than the production guarantee for acreage:
 - (A) That is abandoned;
 - (B) On which the unharvested representative samples required by section 10(a)(2) are not left or

- maintained as required in section 10(a)(2);
 - (C) Put to another use without our consent;
 - (D) Damaged solely by uninsured causes;
 - (E) For which you fail to provide records of production that are acceptable to us (we will use our appraisals of the representative samples and other information to make this determination);
 - (F) That was harvested later than the calendar date for the end of the insurance period; and
 - (G) When identified samples were processed or altered by you before being appraised by us;
- (ii) Production lost due to uninsured causes;
 - (iii) Unharvested production; and
 - (iv) Potential production on insured acreage that you intend to put to another use or abandon, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end when you put the acreage to another use or abandon the crop. If agreement on the appraised amount of production is not reached:
 - (A) If you do not elect to continue to care for the crop, we may give you consent to put the acreage to another use if you agree to leave intact, and provide sufficient care for, representative samples of the crop in locations acceptable to us (The amount of production to count for such acreage will be based on the harvested marketable production or appraisals from the samples at the time harvest should have occurred.) If you do not leave the required samples intact, or fail to provide sufficient care for the samples, our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of production to count); or
 - (B) If you elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested marketable production, or our reappraisal if additional damage occurs and the crop is not harvested; and
- (2) All harvested marketable production from the insurable acreage.
 - (3) For fresh market sweet potatoes, when sweet potatoes are appraised in the field, the result of section 11(c)(1) will be reduced by 5 percent to simulate the weight of the crop lost to shrinkage during curing and storage.

(4) Any marketable sweet potato production in excess of the guarantee (for either the fresh market type or the processing type) will reduce any shortage of sweet potato production to count (from either the fresh market type or the processing type) by the same amount.

(d) Example 1:

1	Your APH Average Yield	200.0
2	Your Coverage Level	75%
3	Your Fresh Market Production Guarantee per acre	150
4	Your Fresh Market Price Election	\$25.00
5	Your Processing Production Guarantee per Acre	100.5
6	Your Processing Price Election	\$7.00
7	Your Maximum Allowable Acres	110.0
8	Your Acres planted	125.0
9	Your Overplanting Factor	0.880
10	Reduced Fresh Market Production Guarantee	132.0
11	Reduced Processing Production Guarantee	88.4
12	Your Harvested Acres	115.0
13	Your Unharvested Acres	10.0
14	Unharvested Acre Price Factor	80%
15	Your Share	1.000
16	Your harvested fresh market sweet potato production to count	9,488
17	Your harvested processing sweet potato production to count	6,935
18	Your unharvested fresh market sweet potato production to count	180.0
19	Your unharvested processing sweet potato production to count	160.8

Your claim will be calculated as follows:

1	Frsh	Harvested Acres	x	Production Guarantee	=	15,180.0
	Proc	115.0	x	132.0	=	15,180.0
2	Frsh	Unharvested Acres	x	Production Guarantee	=	1,320.0
	Proc	10.0	x	88.4	=	884.0
3	Frsh	Result 11(b)(1)	x	Price Election	=	\$379,500
	Proc	15,180.0	x	\$25.00	=	\$379,500
4	Frsh	Result 11(b)(2)	x	Price for unharvested acres	=	\$26,400
	Proc	1,320.0	x	\$20.00	=	\$26,400
5	Frsh	Result 11(b)(3)	+	Result 11(b)(4)	=	405,900
	Proc	379,500	+	26,400.00	=	405,900

6	Frsh	Production to Count	x	Price Election	=	\$237,200
	Proc	9,488	x	\$25.00	=	\$237,200
7	Frsh	Unharvested Production to Count	x	Price for unharvested acres	=	\$3,600
	Proc	180	x	\$20.00	=	\$3,600
8	Frsh	Result 11(b)(6)	+	Result 11(b)(7)	=	\$240,800
	Proc	\$237,200	+	\$3,600	=	\$240,800
9	Frsh	Result 11(b)(5)	-	Result 11(b)(8)	=	\$165,100
	Proc	405,900	-	240,800	=	\$165,100
10	Frsh	Result 11(b)(9) for Fresh Market	+	Result 11(b)(9) for Processing	=	\$191,765
	Proc	165,100	+	26,665	=	\$191,765
11	Frsh	Result 11(b)(10)	X	Share	=	\$191,765
	Proc	191,765	X	1	=	\$191,765

Example 2:

1	Your APH Average Yield	200.0
2	Your Coverage Level	75%
3	Your Fresh Market Production Guarantee per acre	150
4	Your Fresh Market Price Election	\$25.00
5	Your Processing Production Guarantee per Acre	100.5
6	Your Processing Price Election	\$7.00
7	Your Maximum Allowable Acres	110.0
8	Your Acres planted	125.0
9	Your Overplanting Factor	0.880
10	Reduced Fresh Market Production Guarantee	132.0
11	Reduced Processing Production Guarantee	88.4
12	Your Harvested Acres	115.0
13	Your Unharvested Acres	10.0
14	Unharvested Acre Price Factor	80%
15	Your Share	1.000
16	Your harvested fresh market sweet potato production to count	14,421
17	Your harvested processing sweet potato production to count	17,384
18	Your unharvested fresh market sweet potato production to count	0.0
19	Your unharvested processing sweet potato production to count	0

planting date will not be insured but must be reported as uninsurable on the acreage report.

Your claim will be calculated as follows:

1		Harvested Acres		Production Guarantee		
	Frsh	115.0	x	132.0	=	15,180.0
	Proc	115.0	x	88.4	=	10,166.0
2		Unharvested Acres		Production Guarantee		
	Frsh	10.0	x	132.0	=	1,320.0
	Proc	10.0	x	88.4	=	884.0
3		Result 11(b)(1)		Price Election		
	Frsh	15,180.0	x	\$25.00	=	\$379,500
	Proc	10,166.0	x	\$7.00	=	\$71,162
4		Result 11(b)(2)		Price for unharvested acres		
	Frsh	1,320.0	x	\$20.00	=	\$26,400
	Proc	884.0	x	\$5.60	=	\$4,950
5		Result 11(b)(3)		Result 11(b)(4)		
	Frsh	379,500	+	26,400.00	=	405,900
	Proc	71,162	+	4,950.00	=	76,112
6		Production to Count		Price Election		
	Frsh	14,421	x	\$25.00	=	\$360,525
	Proc	17,384	x	\$7.00	=	\$121,688
7		Unharvested Production to Count		Price for unharvested production		
	Frsh	0	x	\$20.00	=	\$0
	Proc	0	x	\$5.60	=	\$0
8		Result 11(b)(6)		Result 11(b)(7)		
	Frsh	\$360,525	+	\$0	=	\$360,525
	Proc	\$121,688	+	\$0	=	\$121,688
9		Result 11(b)(5)		Result 11(b)(8)		
	Frsh	405,900	-	360,525	=	\$45,375
	Proc	76,112	-	121,688	=	-\$45,576
10		Result 11(b)(9) for Fresh Market		Result 11(b)(9) for Processing		
		45,375	+	-45,576	=	\$0
11		Result 11(b)(10)		Share		
		0	X	1	=	\$0

14. Prevented Planting.

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

12. Written Agreements.

The written agreement provisions of the Basic Provisions are not applicable to sweet potatoes.

13. Late Planting.

A late planting period is not applicable to sweet potatoes. Any sweet potatoes planted after the final