

## **SUMMARY OF CHANGES FOR THE TRITICALE CROP PROVISIONS (26-TC-0158)**

### **(Released June 2025)**

The following is a brief description of the changes to the Triticale Crop Provisions that will be effective for the 2026 and succeeding crop years. Please refer to the Crop Provisions for complete information.

- Section 1 –
  - Added the definitions of “latest final planting date” and “prevented planting” to clarify the availability of prevented planting in counties that have both spring and winter types listed in the actuarial documents;
  - In the definition of “maximum contract price,” revised to refer to actuarial documents;
  - Removed the definitions of “adequate stand” and “initially planted” as these definitions are no longer applicable;
  - Throughout, redesignated paragraphs (a), (b), (c), etc. as (1), (2), (3), etc. to match regulatory paragraph numbering;
- Section 2 – Clarified and updated section reference to the Basic Provisions;
- Section 3 –
  - In paragraph (a), corrected section reference to the Basic Provisions;
  - Added a new paragraph (b) related to changes in coverage levels and price election percentages for winter and spring triticale for counties with sales closing dates for both types;
  - Redesignated paragraph (b) as paragraph (c) and revised paragraph (c) to remove cross references and duplicative language within the paragraph;
- Section 5 – Removed the list of states and counties and their applicable cancellation and termination dates and stated these dates will be specified in the Special Provisions;
- Section 6 – Redesignated the reference to section 3(b) as section 3(c);
- Section 8 –
  - In paragraph (c), removed the list of states and counties and their applicable end of insurance period dates and stated these dates will be specified in the Special Provisions;
- Section 9 –
  - In paragraph (g), add the word “and” at the end;
- Section 10 –
  - Removed paragraph (a)(1);
  - In paragraph (b), removed the replant payment amounts from the Crop Provisions and specified the amounts are in the actuarial documents;
- Section 11 – Replaced “In The” in the heading with “in the”;
- Section 12 –
  - In paragraph (a)(1), removed the unnecessary phrase “for any” at the end of the paragraph;
  - In paragraph (b), updated calculation examples to reflect current prices and rates;
- Section 14 – Clarified the availability of prevented planting in counties that have both spring and winter types listed in the actuarial documents; and
- Throughout – Clarifications for plain language.



UNITED STATES DEPARTMENT OF AGRICULTURE  
Federal Crop Insurance Corporation  
Triticale Crop Provisions

In return for your payment of premium and administrative fee for coverage, these Triticale Crop Provisions and corresponding Commodity Exchange Price Provisions will be attached to and made part of the Common Crop Insurance Policy, Basic Provisions (Basic Provisions) subject to the terms and conditions in your policy.

1. **Definitions**

**Bushel** – A bushel will contain 50 pounds of triticale, unless otherwise specified in the Special Provisions.

**Buyer** – A business enterprise which acquires triticale production via contract and must possess or have contractual access to facilities with equipment and capacity necessary to handle and store the amount of production under contract.

**Contract** – A written agreement between you and a buyer, executed on or before the acreage reporting date, which is in effect for the crop year. The contract must include:

- (1) Your commitment to plant, grow and deliver the insured crop to the buyer;
- (2) The buyer's commitment to purchase a specified quantity of production stated in the contract; and
- (3) The contract price.

**Contract price** – The price specified in a contract, without regard to incentives or discounts. The contract price cannot exceed the maximum contract price.

**Contract price election** –

- (1) The contract price election applicable to the insured type only if the total production guarantee for the type is insured using the same contract price.
- (2) If either the contract price or the amount of production is not specified in the contract, you may not elect the contract price election.

**Harvest** – The combining or threshing of the insured crop for grain or cutting for hay or silage on any acreage. A crop which is swathed and not combined or threshed is not considered harvested.

**Latest final planting date** –

- (1) The final planting date for the spring type in all counties for which the Special Provisions designate a spring type only;
- (2) The final planting date for the winter type in all counties for which the Special Provisions designate a winter type only; or
- (3) The final planting date for the spring type in all counties for which the Special Provisions designate both spring and winter types.

**Local Market Price** – The cash grain price per bushel for the applicable quality level offered by buyers in the area in which you normally market the insured crop. The applicable quality level will be based on the quality level of such grain that does not meet the grade requirements for U.S. No. 2 triticale (grades U.S. No. 3 or worse).

**Maximum contract price** – The price shown in the actuarial documents.

**Nurse crop (companion crop)** – A crop planted into the same acreage as another crop, that is intended to be harvested separately, and which is planted to improve

growing conditions for the crop with which it is grown.

**Planted acreage** – In addition to the definition contained in the Basic Provisions, land on which seed is initially spread onto the soil surface by any method and subsequently is mechanically incorporated into the soil in a timely manner and at the proper depth will be considered planted.

**Prevented planting** – As defined in the Basic Provisions, except that the references to "final planting date" contained in the definition in the Basic Provisions are replaced with the "latest final planting date."

**Price election** – In lieu of the definition contained in the Basic Provisions:

- (1) The price election will be the price election as defined in the Basic Provisions and contained in the actuarial documents (This price election will be used for the insured crop unless your crop is insured using the contract price election or weighted average price election.); or
- (2) If you choose to provide contracts and contract prices as specified in section 6 of these Crop Provisions, the price election will be either of the following, as applicable:
  - (i) Contract price election; or
  - (ii) Weighted average price election.

**Swathed** – Severance of the stem and grain head from the ground without removal of the seed from the head and placing into a windrow.

**Triticale** – A crop species resulting from a breeder's cross between wheat (*Triticum*) and rye (*Secale*).

**Weighted average price election** – The price election determined in accordance with section 3(c) of these Crop Provisions for each insured type. The weighted average price election cannot exceed the maximum contract price.

2. **Unit Division**

A basic unit, as defined in section 1 of the Basic Provisions, will be divided into additional basics units by each triticale type designated in the Special Provisions.

3. **Insurance Guarantees, Coverage Levels, and Prices**

- (a) In addition to sections 3(b)(1)(ii) and (iii) of the Basic Provisions, the coverage level and the percentage of the applicable price election, contract price election or weighted average price election as defined in these Crop Provisions will be the same for all insured triticale.
- (b) In counties with both winter and spring sales closing dates for the insured crop;
  - (1) If you do not have any insurable winter-planted acreage of the insured crop, you may change your coverage level or your percentage of the applicable price election for spring triticale until the spring sales closing date for spring triticale; or
  - (2) If you have any insurable winter-planted acreage of

the insured crop, you may not change your coverage level or your percentage of the applicable price election after the winter sales closing date. Winter-planted acreage of the insured crop must be reported and insured if it meets the requirements in section 7 of these Crop Provisions.

- (c) If you are eligible to use contract prices, the weighted average price election will be:
  - (1) If the total production guarantee for the insured type is insured under two or more contracts specifying different contract prices, the weighted average of the applicable contract price(s) for production under contract; or
  - (2) If the contracted production is not equal to the total production guarantee for the insured type, the weighted average of the applicable contract price(s) for production under contract and the price election contained in the actuarial documents for production not under contract.
- (d) The weighted average price election will be applicable to all insured acreage of the insured type.

For Example:

You have a \$11.00/bu. contract price for 4,000 bushels. The price election contained in the actuarial documents is \$6.79/bu. The maximum contract price is \$15.41.

Unit 1

- (1) 100 Acres Winter Triticale
- (2) 60 Bushel/Acre Approved Yield
- (3) 75% Coverage Level
  - 45 Bushel Production Guarantee (per acre) (60 bu./ac. × 75%)

Unit 2

- (1) 50 Acres Winter Triticale
- (2) 60 Bushel/Acre Approved Yield
- (3) 75% Coverage Level
  - 45 Bushel Production Guarantee (per acre) (60 bu./ac. × 75%)

Total Production Guarantee for Winter Triticale =  
 (100 Acres × 45 Bushels) + (50 Acres × 45 Bushels) =  
 6,750 Bushels

Winter Triticale Weighted Average Price Election =  
 $[(4,000 \text{ Bushels} \times \$11.00 \text{ Contract Price}) + (2,750 \text{ Bushels} \times \$6.79 \text{ Price Election})] \div 6,750 \text{ Bushels} =$   
 \$9.28/bu.

#### 4. Contract Changes

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date for counties with a March 15 cancellation date and June 30 preceding the cancellation date for all other counties.

#### 5. Cancellation and Termination Dates

In accordance with section 2 of the Basic Provisions, the cancellation date and termination dates are specified in the Special Provisions.

#### 6. Report of Acreage

In addition to the requirements of section 6 of the Basic

Provisions, you must provide a copy of all contracts to us on or before the acreage reporting date if you choose to use the contract price(s), in accordance with section 3(c), for the insured crop type.

#### 7. Insured Crop

The crop insured will be triticale that is grown in the county on insurable acreage, and for which premium rates are provided by the actuarial documents:

- (a) In which you have a share;
- (b) That is planted for harvest as grain; and
- (c) That is not, unless insurance is allowed by the Special Provisions:
  - (1) Interplanted with another crop;
  - (2) Planted into an established grass or legume;
  - (3) Planted as a nurse crop, unless planted as a nurse crop for new forage seeding, but only if seeded at a normal rate and intended for harvest as grain; or
  - (4) Grazed by livestock.

#### 8. Insurance Period

In accordance with section 11 of the Basic Provisions, insurance attaches on each unit or part of a unit on the later of the date we accept your application or the date the insured crop is planted.

- (a) The acreage must be planted on or before the final planting date designated in the Special Provisions for the type except as allowed in section 16 of the Basic Provisions.
- (b) Any acreage of the insured type damaged before the final planting date for the type, to the extent that producers in the surrounding area would not normally further care for the type, must be replanted unless we agree that it is not practical to replant.
- (c) In accordance with the provisions contained in section 11(b) of the Basic Provisions, the calendar date for the end of the insurance period is specified in the Special Provisions.

#### 9. Causes of Loss

In addition to the provisions of section 12 of the Basic Provisions, any loss covered by this policy must occur within the insurance period. The specific causes of loss for triticale are:

- (a) Adverse weather conditions;
- (b) Fire;
- (c) Insects, but not damage allowed because of insufficient or improper application of pest control measures;
- (d) Plant disease, but not damage allowed because of insufficient or improper application of disease control measures;
- (e) Wildlife;
- (f) Earthquake;
- (g) Volcanic eruption; and
- (h) Failure of the irrigation water supply due to a cause of loss specified in sections 9(a) through (g) that also occurs during the insurance period.

#### 10. Replanting Payments

- (a) A replanting payment is allowed as follows:
  - (1) You must comply with all requirements regarding replanting payments contained in section 13 of the Basic Provisions;
  - (2) The insured type must be damaged by an insurable cause of loss to the extent that the remaining stand

will not produce at least 90 percent of the production guarantee for the acreage; and

- (3) The replanted crop must be seeded at a rate sufficient to achieve a total (undamaged and new seeding) plant population that is considered appropriate by agricultural experts for the insured crop, type and practice.
- (b) Your actual cost will not be used to determine your replanting payment. The amount of the replanting payment per acre will be:
  - (1) The lesser of the following values:
    - (i) The percentage of production guarantee (per acre) stated in the actuarial documents multiplied by your production guarantee (per acre); or
    - (ii) The number of bushels (per acre) stated in the actuarial documents;
  - (2) Multiplied by your price election; and
  - (3) Multiplied by your share.
- (c) When the crop is replanted using a practice that is uninsurable for an original planting, the liability on the unit will be reduced by the amount of the replanting payment. The premium amount will not be reduced.

#### 11. Duties in the Event of Damage or Loss

Representative samples are required in accordance with section 14 of the Basic Provisions.

#### 12. Settlement of Claim

- (a) We will determine your loss on a unit basis. In the event you are unable to provide records of production that are acceptable to us for any:
  - (1) Optional unit, we will combine all optional units for which acceptable records of production were not provided; or
  - (2) Basic unit, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for each unit.
- (b) In the event of loss or damage covered by this policy, we will settle your claim by:
  - (1) Multiplying the number of insured acres of each type as applicable by its respective production guarantee (per acre);
  - (2) Multiplying each result of 12(b)(1) by its respective price election;
  - (3) Totaling the results of section 12(b)(2);
  - (4) Multiplying the production to count of each type, as applicable, by the respective price election;
  - (5) Totaling the results of section 12(b)(4);
  - (6) Subtracting the result of section 12(b)(5) from the result of section 12(b)(3); and
  - (7) Multiplying the result of section 12(b)(6) by your share.

Example: No contract for triticale is in effect for the type. You have a 100 percent share in 50 acres of winter triticale in the unit with a production guarantee per acre of 45 bushels (60 bushel approved yield/acre  $\times$  75% coverage level), your total production guarantee for the type is 2,250 bushels (50 acres  $\times$  45 bushel/acre guarantee, your price election as contained in the actuarial documents is \$6.79 per bushel, and your production to count is 2,000 bushels. Your premium rate

is 10.0 percent.

The premium due is \$1,528.00 (45 bu./ac. production guarantee  $\times$  6.79/bu. price election  $\times$  50 acres  $\times$  .10 premium rate  $\times$  100% share).

- (1) 50 acres  $\times$  45-bushel production guarantee/ acre = 2,250-bushel production guarantee;
- (2) 2,250-bushel production guarantee  $\times$  \$6.79 price election = \$15,278.00 value of the production guarantee;
- (4) 2,000-bushel production to count  $\times$  \$6.79 price election = \$13,580.00 value of the production to count;
- (6) \$15,278.00 - \$13,580.00 = \$1,698.00; and
- (7) \$1,698.00  $\times$  1.000 share = \$1,698.00 indemnity.

Example: A contract for 100 percent of the production guarantee is in effect for the type. You have a 100 percent share in 50 acres of winter triticale in the unit with a production guarantee per acre of 45 bushels (60 bushel approved yield per acre  $\times$  75% coverage level), your production guarantee for the type is 2,250 bushels (50 acres  $\times$  45 bushel/acre guarantee), your contracted production is 2,250 bushels, your contract price election is \$11.00 per bushel, and your production to count is 2,000 bushels. The maximum contract price is \$15.41. Your premium rate is 10.0 percent.

The premium due is \$2,475.00 (45 bu./ac. production guarantee  $\times$  11.00/bu. price election  $\times$  50 acres  $\times$  .10 premium rate  $\times$  100 % share).

- (1) 50 acres  $\times$  45-bushel production guarantee/acre = 2,250-bushel production guarantee;
- (2) 2,250-bushel production guarantee  $\times$  \$11.00 contract price election = \$24,750.00 value of the production guarantee;
- (4) 2,000-bushel production to count  $\times$  \$11.00 contract price election = \$22,000.00 value of the production to count;
- (6) \$24,750.00 - \$22,000.00 = \$2,750.00; and
- (7) \$2,750.00  $\times$  1.000 share = \$2,750.00 indemnity.

Example: Multiple prices applicable to the type: You have a 100 percent share in 50 acres of winter triticale in the unit with a production guarantee per acre of 45 bushels (60-bushel approved yield/acre  $\times$  75% coverage level), your production guarantee for the type is 2,250 bushels (50 acres  $\times$  45 bushel/acre guarantee), your production to count is 2,000 bushels. You have a contract for 1,500 bushels with a contract price of \$11.00 per bushel. The published price election contained in the actuarial documents for 750 bushels not under contract (2,250-bushel production guarantee - 1,500 bushels under contract = 750 bushels) is \$6.79 per bushel. The maximum contract price is \$15.41. Your premium rate is 10.0 percent.

The weighted average price election (in accordance with section 3(c) of these Crop Provisions) for all insured

winter triticale in the county is \$9.60 per bushel  $\{[(1,500 \text{ bushels} \times \$11.00 \text{ contract price}) + (750 \text{ bushels} \times \$6.79 \text{ price election})] \div 2,250\text{-bushel production guarantee}\}$ .

The premium due is \$2,160.00 (45 bu./ac. production guarantee  $\times$  9.60/bu. price election  $\times$  50 acres  $\times$  .10 premium rate  $\times$  100 % share).

- (1) 50 acres  $\times$  45-bushel production guarantee/acre = 2,250-bushel production guarantee;
  - (2) 2,250-bushel production guarantee  $\times$  \$9.60 weighted average price election = \$21,600.00 value of the production guarantee;
  - (4) 2,000-bushel production to count  $\times$  \$9.60 weighted average price election = \$19,200.00 value of production to count;
  - (6) \$21,600.00 - \$19,200.00 = \$2,400.00; and
  - (7) \$2,400.00  $\times$  1.000 share = \$2,400.00 indemnity.
- (c) The total production to count (in bushels) from all insurable acreage on the unit will include:
- (1) All appraised production as follows:
    - (i) Not less than the production guarantee (per acre) for acreage:
      - (A) Which is abandoned;
      - (B) Put to another use without our consent;
      - (C) Damaged solely by uninsured causes; or
      - (D) For which you fail to provide records of production that are acceptable to us;
    - (ii) Production lost due to uninsured causes;
    - (iii) Unharvested production (mature unharvested production may be adjusted for quality deficiencies and excess moisture in accordance with section 12(d));
    - (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 production or appraisals from the samples at the time harvest should have occurred. If you do not leave the required samples intact, or you fail to provide sufficient care for the samples our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of production to count.); or
      - (B) If you elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested production, or our reappraisal if additional damage occurs

- and the crop is not harvested; and
  - (2) All harvested production from the insurable acreage.
- (d) Mature triticale production may be adjusted for excess moisture and quality deficiencies.
- (1) If a moisture adjustment is applicable, it will be made prior to any adjustment for quality. Eligible production will be reduced by .12 percent for each .1 percentage point of moisture exceeding 12 percent. We may obtain samples of the production to determine the moisture content.
  - (2) Production will be eligible for quality adjustment if:
    - (i) The local market price per bushel for the damaged triticale determined by us is less than 90 percent of your price election due to deficiencies in quality because of the damaged triticale not meeting the grade requirements for U.S. No. 2 (grades U.S. No. 3 or worse) due to test weight, total damaged kernels (heat-damaged kernels will not be considered to be damaged); shrunken or broken kernels; defects (foreign material and heat damage will not be considered to be defects); a musty, sour, or commercially objectionable foreign odor (except smut odor); or grading garlicky, light smutty, smutty, or ergoty; or
    - (ii) Substances or conditions are present, including mycotoxins, that are identified by the Food and Drug Administration or other public health organizations of the United States as being injurious to human or animal health.
  - (3) Quality will be a factor in determining your loss only if:
    - (i) The deficiencies, substances, or conditions resulted from a cause of loss against which insurance is provided under these Crop Provisions;
    - (ii) All determinations of these deficiencies, substances, or conditions are made using samples of the production obtained by us or by a disinterested third party approved by us;
    - (iii) With regard to deficiencies in quality (except test weight, which may be determined by our loss adjustor), the samples are analyzed by:
      - (A) A grain grader licensed under the United States Grain Standards Act or the United States Warehouse Act;
      - (B) A grain grader licensed under State law and employed by a warehouse operator who has a commodity storage agreement with the Commodity Credit Corporation; or
      - (C) A grain grader not licensed under State law, but who is employed by a warehouse operator who has a commodity storage agreement with the Commodity Credit Corporation and complies with State law regarding warehouses; and
    - (iv) With regard to substances or conditions injurious to human or animal health, the samples are analyzed by a laboratory approved by us.
  - (4) Mature triticale production that is eligible for quality adjustment, as specified in sections 12(d)(2) and (3),

will be determined by:

- (i) Dividing the local market price, per bushel determined by us for such damaged triticale production, by your price election; and
  - (ii) Multiplying the result by the number of bushels of damaged triticale production.
- (e) Any production harvested from plants growing in the insured crop may be counted as production of the insured crop on a weight basis.

**13. Late Planting**

In lieu of section 16(a) of the Basic Provisions, the production guarantee for each acre planted to the insured crop during the late planting period will be reduced by 1 percent per day for each day planted after the final planting date unless otherwise specified in the Special Provisions.

**14. Prevented Planting**

Your prevented planting coverage will be a percentage specified in the actuarial documents of your production guarantee for timely planted acreage. If you have additional coverage and pay an additional premium, you may increase your prevented planting coverage to a level specified in the actuarial documents. In counties for which the Special Provisions designate a spring type, your prevented planting production guarantee will be based on your approved yield for spring-planted acreage of the insured crop.

**15. Written Agreements**

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