SUMMARY OF CHANGES FOR THE
RAINFALL INDEX COMMON POLICY
BASIC PROVISIONS – REINSURED VERSION (24.1-RI)
(Released August 2023)

The following is a brief description of the changes to the Rainfall Index Common Policy, Basic Provisions that are effective for the 2024 and succeeding crop years for all crops with a contract change date on or after August 31, 2023, and for the 2025 and succeeding crop years for all crops with a contract change date prior to August 31, 2023.

Section 1 –

- Replaced “organic plan” with “organic system plan” to make consistent with the National Organic Program (NOP);

Section 2 –

- In section 2(d) removed language to be more consistent with the Common Crop Insurance Policy Basic Provisions;

Section 6 –

- In section 6(k)(5), made minor word edits to be consistent with the Common Crop Insurance Policy Basic Provisions;

Section 32 –

- Allowed in paragraph (c)(1)(i) a certificate issued from the National Organic Program’s Organic Integrity database to be an acceptable organic record;
- Removed in paragraph (c)(1)(ii) the reference to a certificate, and added an organic system plan documenting the use of practices that would result in certified organic status as an acceptable organic record; and
- Replaced references to “organic plan” with “organic system plan” to make consistent with the National Organic Program (NOP).

24.1-RI
(Released August 2023)

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
RAINFALL INDEX PLAN COMMON POLICY

This pilot insurance policy is reinsured by the Federal Crop Insurance Corporation (FCIC) under the provisions of the Federal Crop Insurance Act (Act). All terms of the policy and rights and responsibilities of the parties are subject to the Act and all regulations under the Act published in 7 CFR chapter IV. The provisions of this policy may not be waived or modified in any way by us, our insurance agent, or any other contractor or employee of ours or any employee of the United States Department of Agriculture (USDA) unless the policy specifically authorizes a waiver. We will use the procedures, including but not limited to handbooks, manuals, memoranda, and bulletins, as issued by FCIC and published on the Risk Management Agency (RMA) website at https://www.rma.usda.gov or a successor website, in the administration of this policy. In the event that we cannot pay your indemnity because we are insolvent or are otherwise unable to perform our duties under our reinsurance agreement with FCIC, your indemnity will be settled in accordance with the provisions of this policy and FCIC will be responsible for any amounts owed. No state guarantee fund will be liable for your loss.

Throughout this policy, "you" and "your" refer to the insured shown on the application accepted by us, and "we," "us," and "our" refer to the insurance company providing insurance. Unless the context indicates otherwise, the use of the plural form of a word includes the singular use and the singular form of the word includes the plural.

AGREEMENT TO INSURE

We agree that in return for the payment of the premium, and subject to all of the provisions of this policy; we willprovide the insurance as stated in this policy. If there is a conflict between the (1) Act; (2) administrative regulations published at 7 CFR chapter IV; (3) policy provisions; and (4) procedures issued by FCIC, the order of priority is (1) controlling (2), etc. If there is a conflict among the policy provisions, the order of priority is the (1) Catastrophic Risk Protection Endorsement, as applicable; (2) Special Provisions; (3) actuarial documents; (4)Crop Provisions; and (5) these Basic Provisions, with (1) controlling (2), etc.

Terms and Conditions
Rainfall Index Plan of Insurance Basic Provisions

1. Definitions

Acreage report - An annual report that contains the information required by these Basic Provisions.

Acreage reporting date - The date contained in the actuarial documents by which you are required to submit your acreage report.

Act - The Federal Crop Insurance Act (7 U.S.C. 1501-1524).

Actuarial documents - The information for the crop year that is available for public inspection in your agent's office and published on RMA's website, which provides the county base value per acre, coverage levels, information needed to determine the premium rates, commodity types, index intervals, irrigated practices, cropping practices, organic practices, program dates, and other related information regarding crop insurance in the county or grid, as applicable.

Additional coverage - A level of coverage greater than CAT.

Administrative fee - An amount you must pay for CAT or additional coverage for each crop.

Agricultural commodity - Any crop or other commodity produced, regardless of whether or not it is insurable.

Agricultural experts - Persons who are employed by the Cooperative Extension System or the agricultural departments of universities, or other persons approved by FCIC, whose research or occupation is related to the specific crop or practice for which such expertise is sought.

Application - The form that contains the information required by these Basic Provisions.

Assignment of indemnity - A transfer of policy rights whereby you assign your right to an indemnity payment for the crop year only to creditors or other persons to whom you have a financial debt or other pecuniary obligation.

Beginning farmer or rancher - An individual who has not actively operated and managed a farm or ranch in any state, with an insurable interest in a crop or livestock as an owner-operator, landlord, tenant, or sharecropper for more than five crop years, as determined in accordance with FCIC procedures. Any crop year's insurable interest may, at your election, be excluded if earned while under the age of 18, while in full-time military service of the United States, or while in post-secondary education, in accordance with FCIC procedures. A person other than an individual may be eligible for beginning farmer or rancher benefits if there is at least one individual substantial beneficial interest holder and all individual substantial beneficial interest holders qualify as a beginning farmer or rancher.

Buffer zone - Acreage designated in your organic system plan, that separates agricultural commodities grown under organic farming practices from those grown under non-organic farming practices. A buffer zone must be sufficient in size or other features, as stated in the National Organic Program published in 7 CFR part 205, to prevent or minimize the possibility of unintended contact by prohibited substances or organisms applied to adjacent

land acres with an area that is part of the certified organic farming operation.

Cancellation date - The date specified in the actuarial documents on which insurance for the crop will automatically renew unless canceled in writing by either you or us or terminated in accordance with your policy.

Catastrophic Risk Protection (CAT) - The minimum level of insurance coverage offered by FCIC that is a dollar amount of protection equal to the county base value per acre multiplied by the 65 percent coverage level multiplied by the 45 percent productivity factor, unless otherwise specified in the actuarial documents.

Catastrophic Risk Protection Endorsement - The part of the crop insurance policy that contains provisions of insurance that are specific to CAT.

Certified organic acreage - Acreage in the certified organic farming operation that has been certified by a certifying agent as conforming to organic standards in accordance with the Organic Foods Production Act of 1990 (7 U.S.C. 6501 et seq.) and 7 CFR part 205.

Certifying agent - A private or governmental entity accredited by the USDA Secretary of Agriculture for the purpose of certifying a production, processing or handling operation as organic.

Code of Federal Regulations (CFR) - The codification of general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. Rules published in the Federal Register by FCIC are contained in 7 CFR chapter IV. The full text of the CFR is available in electronic format at https://www.gpo.gov/ or a successor website.

Commodity - An agricultural good or product that has economic value.

Commodity type - A specific subgroup of a commodity having a characteristic or set of characteristics distinguishable from other subgroups of the same commodity.

Consent - Approval in writing by us allowing you to take a specific action.

Contract - Has the same meaning as the term "policy."

Contract change date - The date specified in the actuarial documents by which changes to the policy, if any, will be made available.

Contiguous - Acreage in a county or grid that continues into an adjoining state, county or grid without interruption. Acreage separated by only a public or private right-of-way, waterway, or an irrigation canal will be considered contiguous.

Conventional farming practice - A system or process that is necessary to produce an agricultural commodity, excluding organic farming practices.

Cooperative Extension System - A nationwide network consisting of a state office located at each state's land-grant university, and local or regional offices. These offices are staffed by one or more agricultural experts, who work in cooperation with the National Institute of Food and Agriculture or successor entity, and who provide information to agricultural producers and others.

County - Any county, parish, or other political subdivision of a state shown on your application accepted by us.

County base value per acre - FCIC's determined value of the crop in the county as contained in the actuarial documents.

Coverage level - A percentage selected by you from those contained in the actuarial documents.

Cover crop - A crop generally recognized by agricultural experts as agronomically sound for the area for erosion control or other purposes related to conservation or soil improvement, unless otherwise specified in the Special Provisions. A cover crop may be considered a second crop (see definition of "second crop").

Crop - The insurable commodity as defined in the Crop Provisions.

Cropping practice - The combination of inputs such as fertilizer, herbicide, and pesticide, and operations such as planting, cultivation, etc. used to produce the insured crop. The insurable cropping practices are specified in the actuarial documents.

Crop Provisions - The part of the policy that contains the specific provisions of insurance for each insured crop.

Crop year - The period within which the insured crop is normally grown, regardless of whether or not it is actually grown, and designated by the calendar year in which the insured crop is normally harvested.

Days - Calendar days.

Delinquent debt - Has the same meaning as the term defined in 7 CFR part 400, subpart U, or successor regulation.

Disinterested third party - A person that does not have any familial relationship with you, does not reside in your household, or who will not benefit financially from the insured crop.

Double crop - The planting of two specific crops that have the capability to be planted and carried to maturity for the intended use, as reported by the producer, on the same acreage within a crop year under normal growing conditions.

Expected grid index - A grid index determined by FCIC based on the mean accumulated precipitation by index interval, calculated by using NOAA's interpolated historical gridded precipitation data, or successor data, based on a 24-hour period determined by the data, normalized and expressed as a percentage such that the mean is 100. The data used to calculate the expected grid index is conclusively presumed to be accurate but may be changed in accordance with section 8(e).

Familial relationship - Your parents, brothers, sisters, children, spouse, grandchildren, aunts, uncles, nieces, nephews, first cousins, or grandparents, related by blood, adoption or marriage.

Federal Crop Insurance Corporation (FCIC) - A wholly owned corporation within USDA, whose programs are administered by RMA.

Final grid index - A grid index determined by FCIC based on NOAA's interpolated gridded precipitation data or successor data, based on a 24-hour period determined by the data, for each grid ID and index interval, expressed as a percentage.

First insured crop - With respect to a single crop year and any specific crop acreage, the first instance that a crop is planted or grown for harvest or prevented from being planted and is insured under the authority of the Act. For example, if winter wheat that is not insured is planted on acreage that is later planted to soybeans that are insured, the first insured crop would be soybeans. If the winter wheat was reported as insured, it would be the first insured crop.

Farm Service Agency (FSA) - An agency of the USDA, or a successor agency.

FSA farm number - The number assigned to a farm by FSA.

FSA field number - The number assigned to a field by FSA.

FSA tract number - The number assigned to a tract by FSA.

Generally recognized - When agricultural experts or organic agricultural experts are aware of the production method and there is no genuine dispute regarding whether the production method allows the crop to make normal progress toward maturity.

Good farming practices - The production methods utilized to produce or manage the insured crop and allow it to make normal progress toward maturity, and are those generally recognized by agricultural experts or organic agricultural experts, as applicable, for the area. We may, or you may request us to, contact FCIC to determine if production methods will be considered "good farming practices."

Grid - An area identified by longitude and latitude used to determine the expected grid index, final grid index, premium and indemnity. The grid is a 0.25 degree gridded area, or a successor area, established by NOAA CPC.

Grid identification number (grid ID) - A specific number assigned to each grid.

Household - A domestic establishment including individuals with a familial relationship and others who live on the same property.

Index interval - A period of time designated in the actuarial documents during which precipitation data is collected based on a 24-hour period determined by the data.

Insurable interest - Your percentage of the insured crop that is at financial risk.

Insurable loss - When the final grid index is less than your trigger grid index.

Insured - The named person as shown on the application accepted by us. This term does not extend to any other person having a share or interest in the crop, such as a partnership, landlord, or any other person, unless specifically indicated on the application accepted by us.

Insured crop - The crop insured under your policy as shown on the application accepted by us.

Intended use - The producer's expected end use or disposition of the commodity at the time the commodity is reported.

Interplanted - Acreage on which two or more crops are planted in a manner that does not permit separate agronomic maintenance or harvest of the crops.

Irrigated practice - A method of producing a crop by which water, from an adequate water source, is artificially applied in sufficient amounts by appropriate and adequate irrigation equipment and facilities and at the proper times necessary to produce at least the (1) yield expected for the area; (2) yield used to establish the production guarantee or amount of insurance/coverage on the irrigated acreage planted to the commodity; or (3) producer's established approved yield, as applicable. Acreage adjacent to water, such as but not limited to a pond, lake, river, stream, creek or brook, shall not be considered irrigated based solely on the proximity to the water.

Lease - A written document granting use or occupation of property for a specified compensation, during a specified period of time. Compensation may include, but is not limited to: cash, share of insured crop, proceeds, labor, calf crop, honey, services, etc.

Lease Certification Form - A self-certified form used by you to certify a lease agreement.

Limited resource farmer - Has the same meaning as the term defined at: https://lrftool.sc.egov.usda.gov/LRP_Definition.aspx or successor website.

NAP - Noninsured Crop Disaster Assistance Program published in 7 CFR part 1437, administered by FSA.

National Oceanic and Atmospheric Administration Climate Prediction Center (NOAA CPC) - An agency under the Department of Commerce, or successor agency.

Offset - The act of deducting one amount from another amount.

Organic agricultural experts - Persons who are employed by the following organizations: Appropriate Technology Transfer for Rural Areas, Sustainable Agriculture Research and Education or the Cooperative Extension System, the agricultural departments of universities, or other persons approved by FCIC, whose research or occupation is related to the specific organic crop or practice for which such expertise is sought.

Organic crop - An agricultural commodity that is organically produced consistent with section 2103 of the Organic Foods Production Act of 1990 (7 U.S.C. 6502).

Organic farming practice - A system of plant production practices used on organic acreage and transitional acreage to produce an organic crop that is approved by a certifying agent in accordance with 7 CFR part 205.

Organic system plan - A written plan, in accordance with the National Organic Program published in 7 CFR part 205, that describes the organic farming practices that you and a certifying agent agree upon annually or at such other times as prescribed by the certifying agent.

Organic standards - Standards in accordance with the Organic Foods Production Act of 1990 (7 U.S.C. 6501 et seq.) and 7 CFR part 205.

Percent of value - The percentage of the total insured value you allocate, in whole numbers, in accordance with the Crop Provisions, to the index intervals selected by you.

Person - An individual, partnership, association, corporation, estate, trust, or other legal entity, and wherever applicable, a state or a political subdivision or agency of a state. "Person" does not include the United States Government or any agency thereof.

Planted acreage - Land in which seed, plants, or trees have been properly placed, at the correct depth, and into a seedbed that has been properly prepared for the insured crop, using cropping practices consistent with good farming practices.

Point of reference - The location provided by you of the insured acreage. The point of reference must be provided using the maps contained on RMA's website, or reinsured company mapping software.

Policy - The agreement between you and us to insure a crop, and consisting of the application accepted by us, these Basic Provisions, the Crop Provisions, other applicable endorsements or options, the Special Provisions and actuarial documents, the CAT Endorsement, if applicable, and the applicable regulations published in 7 CFR chapter IV. Insurance for each crop in each county will constitute a separate policy.

Premium billing date - The earliest date upon which you will be billed for insurance based on your acreage report. The premium billing date is contained in the actuarial documents.

Productivity factor - A percentage factor selected by you that allows you to individualize your coverage based on the productivity of the acreage of the insured crop. The CAT productivity factor is 45 percent.

Prohibited substance - Any biological, chemical, or other agent that is prohibited from use or is not included in the organic standards for use on any certified organic, transitional or buffer zone acreage. Lists of such substances are contained at 7 CFR part 205.

Replanted crop - The same crop replanted on the same acreage as the insured crop for harvest in the same crop year if:

(1) The replanting is specifically made optional by the policy and you elect to replant the crop and insure it under the policy covering the first insured crop; or

(2) Replanting is required by the policy.

Risk Management Agency (RMA) - An agency of USDA, or a successor agency www.rma.usda.gov.

Sales closing date - The date contained in the actuarial documents by which an application must be filed and the last date by which you may change your crop insurance for a crop year.

Second crop - With respect to a single crop year, the next occurrence of planting any agricultural commodity for harvest following a first insured crop on the same acreage. The second crop may be the same or a different agricultural commodity as the first insured crop, except the term does not include a replanted crop. If following a first insured crop, a cover crop that is planted on the same acreage and is harvested for grain or seed is considered a second crop. A crop that is covered by NAP or receives other USDA benefits associated with forage crops is considered a second crop. A crop meeting the conditions stated in this definition is considered a second crop regardless of whether it is insured.

Share - Your insurable interest in the insured crop as an owner, operator, or tenant.

Special Provisions - The part of the policy that contains specific provisions of insurance for the insured crop that may vary by geographic area.

State - The state shown on your application accepted by us.

Subsidy - The portion of your premium, shown in the actuarial documents that FCIC will pay in accordance with the Act.

Substantial beneficial interest - An interest held by any person of at least 10 percent in you. This includes all persons, whether foreign or domestic.

(1) All corporations, partnerships, individuals etc., must be included until the 10 percent interest is reached. For example, there are two corporations that each has a 50 percent interest in you. Each corporation is comprised of two foreign partnerships. Two of the foreign partnerships have a 50 percent interest in one corporation and the other two foreign partnerships have a 50 percent interest in the other corporation. Each of the four foreign partnerships is comprised of two individuals, each having a 50 percent interest in the respective foreign partnership. In this example, each individual would be considered to have a 12.5 percent interest in you. The corporations, foreign partnerships and individuals, whether foreign or domestic, would all have to be reported as having a substantial beneficial interest in you.

(2) The spouse of any individual applicant or individual insured will be presumed to have a 50 percent interest in the applicant or insured unless the spouses can prove they are legally separated or otherwise legally separate under the applicable state dissolution of marriage laws.

(3) Any child of an individual applicant or individual insured will not be considered to have a substantial beneficial interest in the applicant or insured unless the child has a separate legal interest in such person.

Summary of coverage - Our statement to you of the crop insured, dollar amount of protection per acre, premiums, and other information obtained from your application accepted by us, acreage report, and the actuarial documents.

Tenant - A person who rents land from another person for cash, a share of the crop or a share of the proceeds of the crop. Also see the definition of “share” and “lease.”

Termination date - The date contained in the actuarial documents upon which your insurance ceases to be in effect because of nonpayment of any amount due us under the policy, including premium.

Transitional acreage - Acreage in transition to organic where organic farming practices are being followed, but the acreage does not yet qualify as certified organic acreage.

Trigger grid index - The result of multiplying the expected grid index by the coverage level selected by you.

Unit - The insured acres by crop, intended use, index interval, share, irrigated practice, organic practice, and county within or assigned to a grid.

Veteran Farmer or Rancher -

(1) An individual who has served active duty in the United States Army, Navy, Marine Corps, Air Force, Space Force, or Coast Guard, including the reserve components, was discharged or released under conditions other than dishonorable; and:

(i) Has not operated a farm or ranch;

(ii) Has operated a farm or ranch for not more than 5 years; or

(iii) First obtained status as a veteran during the most recent 5-year period.

(2) A person, other than an individual, may be eligible for veteran farmer or rancher benefits if all substantial beneficial interest holders qualify individually as a veteran farmer or rancher in accordance with paragraph (1) of this definition; except in cases in which there is only a married couple, then a veteran and non-veteran spouse are considered a veteran farmer or rancher.

Void - When the policy is considered not to have existed for a crop year.

Volunteer crop - A crop that was planted in a previous crop year on the applicable acreage or drifted from other acreage, successfully self-seeded, and is growing this crop year on the applicable acreage without being intentionally sown or managed.

2. Application

With respect to your application for insurance:

(a) You must provide the completed application form to your agent not later than the sales closing date of the initial insurance year for each crop for which insurance is requested;

(b) If all required information is not provided, including but not limited to all social security numbers (SSN) and employer identification numbers (EIN) for you and any person with a substantial beneficial interest in you, your application will not be considered accepted by us and no insurance will be provided unless the conditions in 2(d)(1) are met;

(c) You must include:
  (1) Your county, grid ID, coverage level, productivity factor, crop, index interval, percent of value and any other material information required on the application to insure the crop;
  (2) Your SSN if you are an individual;
  (3) Your EIN if you are a person other than an individual; and
  (4) The following for all persons who have a substantial beneficial interest in you:
    (i) The SSN for individuals; or
    (ii) The EIN for persons other than individuals and the SSNs for all individuals that comprise the person with the EIN if such individuals also have a substantial beneficial interest in you;

(d) If your application contains an incorrect or missing SSN or EIN for you or a person with a substantial beneficial interest in you:
  (1) Except as provided in section 2(d)(2), your application will be accepted and insurance will be provided if you:
    (i) Correct or provide the SSN or EIN;
    (ii) You can prove that any error or omission was inadvertent (Simply stating the error or omission was inadvertent is not sufficient to prove the error or omission was inadvertent); and
    (iii) Are eligible for insurance.
  (2) Your application will be considered not to have been accepted by us, no insurance will be provided for the year of application and for any subsequent crop years, as applicable, and such policies will be void if:
    (i) The SSN or EIN is not corrected or provided by you; or
    (ii) You correct or provide the SSN or EIN for you or a person with a substantial beneficial interest in you but:
      (A) It is determined that the incorrect number would have allowed you to obtain disproportionate benefits under the crop insurance program;
      (B) You are determined to be ineligible for insurance; or
      (C) It is determined that the incorrect number would have allowed you to avoid an obligation or requirement under any state or Federal law.
  (3) When any of your policies are void under section 2(d)(2):
    (i) You must repay any indemnity payment that may have been paid for all applicable crops and crop years;
    (ii) Even though the policies are void, you will still be required to pay an amount equal to 20 percent of the premium that you would otherwise be required to pay; and
    (iii) If you previously paid premium or administrative fees, any amount in excess of the amount required in section 2(d)(3)(ii) will be returned to you;

(e) Your share for all crops included on your application will be reduced proportionately by the percentage interest in you of persons with a substantial beneficial interest in you if:
  (1) The SSNs or EINs of such persons are included on your application;
  (2) The SSNs or EINs are correct; and
  (3) Such persons are ineligible for insurance;

(f) Notwithstanding any of the provisions in this section, if you certify to an incorrect SSN or EIN, or receive an indemnity payment and the SSN or EIN was not correct; you may be subject to civil, criminal or administrative sanctions;

(g) If any of the information regarding persons with a substantial beneficial interest in you changes after the sales closing date for the current crop year, you must revise your application by the sales closing date for the next crop year to reflect the correct information. However, if such information changed less than 30 days before the sales closing date for the next crop year, you must revise your application by the sales closing date for the following crop year. If you fail to provide the required revisions, the provisions in section 2(e) will apply;

(h) If you are, or a person with a substantial beneficial interest in you is, not eligible to obtain an SSN or EIN, whichever is required, you must request an assigned number from us for the purposes of this policy:
  (1) A number will be provided only if you can demonstrate you are, or a person with a substantial beneficial interest in you is, as applicable, eligible to receive benefits under the Act or any other applicable law;
  (2) If you do not request a number or a number cannot be provided for you in accordance with section (2)(h)(1), your application will not be accepted by us; or
  (3) If you do not request a number or a number cannot be provided for any person with a substantial beneficial interest in you in accordance with section 2(h)(1), the amount of insurance for all crops on the application will be reduced proportionately by the percentage interest of such person in you.

(i) When obtaining CAT or additional coverage, you must provide information to us regarding crop insurance you obtained for the same crop from any other approved insurance provider or from any FSA office. The information provided must include the date such insurance was obtained and the amount of the administrative fee; and

(j) Any person may sign any document relative to crop insurance on your behalf, provided that you have a properly executed power of attorney or such other

legally sufficient document authorizing such person to sign on your behalf. You are still responsible for the accuracy of all information provided on your behalf and may be subject to the consequences in section 9(f), and any other applicable consequences, if any information has been misreported.

3. Life of Policy, Cancellation, and Termination

(a) This is a continuous policy.

(b) For the initial crop year after your application is accepted by us, your policy:
  (1) Cannot be cancelled by you;
  (2) May be cancelled or terminated by operation of the terms of this policy; or
  (3) May be cancelled or terminated by us.

(c) After the initial crop year your application is accepted by us, your policy will continue in force for each succeeding crop year, unless:
  (1) Canceled by you in accordance with the terms of the policy;
  (2) Terminated or cancelled by operation of the terms of this policy; or
  (3) Terminated or cancelled by us.

(d) Written notice, in accordance with section 28, of cancellation of your policy by either you or us must be provided to the other on or before the cancellation date.

(e) If cancellation or termination of insurance occurs for any reason, including but not limited to indebtedness, suspension, debarment, disqualification, cancellation by you or us, or violation of the controlled substance provisions of the Food Security Act of 1985, you must submit a new application on or before the sales closing date for the crop if you want to obtain insurance for your crop after you become eligible for insurance. Insurance will not be provided if you are ineligible under this policy or under any Federal statute or regulation.

(f) Any amount owed to us for any policy authorized under the Act will be offset from any indemnity or prevented planting payment due you for this or any other crop insured with us under the authority of the Act.
  (1) Even if you have not yet been paid, you must still pay the premium and administrative fee on or before the termination date for you to remain eligible for insurance.
  (2) If we offset any amount due us from a payment owed to you, the date of payment for the purpose of determining whether you have a delinquent debt will be the date RMA publishes the final grid index for the applicable index interval.
  (3) For this agricultural commodity policy, your premium and administrative fees will be offset from any indemnity or prevented planting payment due you even if it is prior to the premium billing date.
  (4) For any other agricultural commodity policy insured with us and it is:
    (i) Prior to the premium billing date, and you agree, your premium and administrative fees will be offset from any indemnity or prevented planting payment due you; or
    (ii) On or after the premium billing date, your premium and administrative fees will be offset from any indemnity or prevented planting payment due you.

(g) A delinquent debt for any policy will make you ineligible to obtain crop insurance authorized under the Act for any subsequent crop year and result in termination of all your policies in accordance with section 3(g)(2).
  (1) With respect to ineligibility for a delinquent debt:
    (i) Ineligibility for crop insurance will be effective on:
      (A) The date that a policy was terminated in accordance with section 3(g)(2) for the crop for which you failed to pay premium, an administrative fee, or any related interest owed, as applicable;
      (B) The payment due date contained in any notification of indebtedness for any overpaid indemnity, prevented planting payment or replanting payment, if you fail to pay the amount owed, including any related interest owed, as applicable, by such due date; or
      (C) The termination date for the crop year prior to the crop year in which a scheduled payment is due under a written payment agreement if you fail to pay the amount owed by any payment date in any agreement to pay the debt.
    (ii) If you are ineligible and a policy has been terminated in accordance with section 3(g)(2), you will not receive any indemnity payment, prevented planting payment or replanting payment, if applicable, and such ineligibility and termination of a policy may affect your eligibility for benefits under other USDA programs. Any indemnity payment, prevented planting payment or replanting payment, if applicable, that may be owed for the policy before it has been terminated will remain owed to you, but may be offset in accordance with section 3(f), unless your policy was terminated in accordance with sections 3(g)(2)(i), (ii), or (iv).
  (2) With respect to termination for delinquent debt:
    (i) For a policy with unpaid administrative fees or premiums, termination will be effective on the termination date immediately following the billing date for the crop year:
      (A) For policies for which the sales closing date is prior to the termination date, such policies will terminate for the current crop year even if insurance attached prior to the termination date; and
      (B) Such termination will be considered effective as of the sales closing date and no insurance will be considered to have attached for the crop year and no indemnity, prevented planting or replanting payment will be owed;
    (ii) For a policy with other amounts due, termination will be effective on the termination date immediately following the date you have a delinquent debt:

(A) For policies for which the sales closing date is prior to the termination date, such policies will terminate for the current crop year even if insurance attached prior to the termination date; and

(B) Such termination will be considered effective as of the sales closing date and no insurance will be considered to have attached for the crop year and no indemnity payment will be owed;

(iii) For your other policies for which a debt is not delinquent but are terminated because of a policy terminated under sections 3(g)(i) or (ii), termination will be effective on the termination date that coincides with the termination date for the policy with the delinquent debt or, if there is no coincidental termination date, the termination date immediately following the date you become ineligible; or

(iv) For execution of a written payment agreement and failure to make any scheduled payment, termination will be effective on the termination date for the crop year prior to the crop year in which you failed to make the scheduled payment:

(A) For this purpose only, the crop year will start the day after the termination date and end on the next termination date.

(B) For example, if the termination date is November 30 and you fail to make a payment on November 15, 2018, your policy will terminate on November 30, 2017, for the 2018 crop year.

(3) For all policies terminated under sections 3(g)(2)(i), (ii), or (iv), any indemnity, prevented planting or replanting payments paid subsequent to the termination date must be repaid.

(4) Once the policy is terminated, it cannot be reinstated for the current crop year unless:

(i) The termination was in error;

(ii) The Administrator of the Risk Management Agency, at his or her sole discretion, determines that the following conditions are met:

(A) In accordance with 7 CFR part 400, subpart U, and FCIC issued procedures, you provide documentation that your inadvertent failure to pay your debt is due to an unforeseen or unavoidable event or other extenuating circumstances that created the inadvertent failure for you to make timely payment;

(B) You remit full payment of the delinquent debt owed to us or FCIC with your request submitted in accordance with section 3(g)(4)(ii)(C); and

(C) You submit a written request for reinstatement of your policy to us no later than 60 days after the termination date or the missed payment date of a previously executed written payment agreement, or in the case of overpaid indemnity or any amount that became due after the termination date, the due date specified in the notice to you of the amount due, if applicable.

(1) If authorization for reinstatement, as defined in 7 CFR part 400, subpart U, is granted, your policies will be reinstated effective at the beginning of the crop year for which you were determined ineligible, and you will be entitled to all applicable benefits under such policies, provided you meet all eligibility requirements and comply with the terms of the policy; and

(2) There is no evidence of fraud or misrepresentation; or

(iii) We determine that, in accordance with 7 CFR part 400, subpart U, and FCIC procedures, the following are met:

(A) You can demonstrate:

(1) You made timely payment for the amount of premium owed but you inadvertently omitted some small amount, such as the most recent month's interest or a small administrative fee;

(2) The amount of the payment was clearly transposed from the amount that was otherwise due, (For example, you owed $892 but you paid $829);

(3) You timely made the full payment of the amount owed but the delivery of that was payment was delayed, and was postmarked no more than seven calendar days after the termination date or the missed payment date of a previously executed written payment agreement, or in the case of overpaid indemnity or any amount that became due after the termination date, the due date specified in a notice to you of an amount due, as applicable; or

(4) For previously executed written payment agreements, you made the full payment of the scheduled payment amount owed within 15 calendar days after the missed payment date.

(B) You remit full payment of the delinquent debt owed to us; and

(C) You submit a written request for reinstatement of your policy to us in accordance with 7 CFR part 400, subpart U, and applicable procedures no later than 30 days after the termination date or the missed payment date of a previously executed written payment agreement, or in the case of overpaid indemnity or any amount that became due after the termination date, the due date specified in the notice to

you of the amount due, if applicable; and

(D) If authorization for reinstatement, as defined in 7 CFR part 400, subpart U, is granted, your policies will be reinstated effective at the beginning of the crop year for which you were determined ineligible, and you will be entitled to all applicable benefits under such policies, provided you meet all eligibility requirements and comply with the terms of the policy; and

(E) There is no evidence of fraud or misrepresentation.

(5) To regain eligibility, you must:

(i) Repay the delinquent debt in full;

(ii) Execute a written payment agreement, in accordance with 7 CFR, part 400, subpart U, or successor regulation, and make payments in accordance with the agreement; or

(iii) Have your debts discharged in bankruptcy.

(6) After you become eligible for crop insurance, if you want to obtain insurance for your crops, you must submit a new application on or before the sales closing date for the crop. Since applications for crop insurance cannot be accepted after the sales closing date, if you make any payment after the sales closing date, you cannot apply for insurance until the next crop year.

(7) For example, for the 2013 crop year, if crop A, with a termination date of October 31, 2013, and crop B, with a termination date of March 15, 2014, are insured and you do not pay the premium for crop A by the termination date, you are ineligible for crop insurance as of October 31, 2013, and crop A's policy is terminated as of that date. Crop B's policy does not terminate until March 15, 2014, and an indemnity for the 2013 crop year may still be owed. If you enter into a written payment agreement on September 25, 2014, the earliest date by which you can obtain crop insurance for crop A is to apply for crop insurance by the October 31, 2014, sales closing date and for crop B is to apply for crop insurance by the March 15, 2015, sales closing date. If you fail to make a payment that was scheduled to be made on April 1, 2015, your policy will terminate as of October 31, 2014, for crop A, and March 15, 2015, for crop B, and no indemnity, prevented planting payment or replanting payment will be due for that crop year for either crop. You will not be eligible for crop insurance for any crop until after the amounts owed are paid in full or have your debts discharged in bankruptcy.

(8) If you are determined to be ineligible under section 3(g), persons with a substantial beneficial interest in you may also be ineligible until you become eligible again.

(9) A determination made under:

(i) Section 3(g)(4)(ii) may only be appealed to the National Appeals Division in accordance with 7 CFR part 11; and

(ii) Section 3(g)(4)(iii) may only be appealed in accordance with section 15.

(h) In cases where there has been a death, disappearance, judicially declared incompetence, or dissolution of any insured person:

(1) If any married individual insured dies, disappears, or is judicially declared incompetent, the policy will automatically convert to the name of the spouse if:

(i) The spouse was included on the policy as having a substantial beneficial interest in the insured; and

(ii) The spouse has a share of the crop;

(2) The provisions in section 3(h)(3) will be applicable if:

(i) Any partner, member, shareholder, etc., of an insured entity dies, disappears, or is judicially declared incompetent, and such event automatically dissolves the entity; or

(ii) An individual, whose estate is left to a beneficiary other than a spouse or left to the spouse and the criteria in section 3(h)(1) are not met, dies, disappears, or is judicially declared incompetent;

(3) If the death, disappearance, or judicially declared incompetence occurred:

(i) More than 30 days before the cancellation date, the policy is automatically canceled as of the cancellation date; or

(ii) Thirty days or less before the cancellation date, the policy will continue in effect through the crop year immediately following the cancellation date and be automatically cancelled as of the cancellation date for the next crop year, unless canceled by the cancellation date prior to the start of the insurance period;

(4) If any insured entity is dissolved for reasons other than death, disappearance, or judicially declared incompetence:

(i) Before the cancellation date, the policy is automatically canceled as of the cancellation date; or

(ii) On or after the cancellation date, the policy will continue in effect through the crop year immediately following the cancellation date and be automatically canceled as of the cancellation date immediately following the end of the insurance period for the crop year, unless canceled by the cancellation date prior to the start of the insurance period;

(5) If section 3(h)(2) or (4) applies:

(i) A new application must be submitted on or before the sales closing date for the crop to obtain insurance for the subsequent crop year; and

(ii) Any indemnity payment will be paid to the person or persons determined to be beneficially entitled to the payment and such person or persons must comply with all policy provisions and pay the premium; and

(6) If section 3(h)(2) or (4) applies, a remaining member of the insured person or the beneficiary is required to report to us the death, disappearance, judicial incompetence, or other event that causes dissolution not later than the

next cancellation date, except if section 3(h)(3)(ii) applies. If section 3(h)(3)(ii) applies, such report must be provided to us by the cancellation date for the next crop year. If notice is not provided timely, the provisions of section 3(h)(2) or (4) will apply retroactive to the date such notice should have been provided and any payments made after the date the policy should have been cancelled must be returned.

(i) We may cancel your policy if no premium is earned for 3 or more consecutive years.

(j) If at any time during the crop year and for any reason, including but not limited to failure, unavailability, or destruction of the equipment and resulting data, FCIC is not able to receive the NOAA CPC precipitation data utilized to determine and publish the final grid index for any particular index interval:

(1) For any policy in effect when the events in section 3(j) occurs:

(i) If the data becomes unavailable before or during one of your insured index intervals:

(A) No indemnity will be due for any index interval where the data is not available; and

(B) The premiums for such index intervals will not be due or will be refunded to you, as applicable; or

(ii) If the data becomes unavailable after one or more of your insured index intervals ends:

(A) Any indemnity owed will be paid; and

(B) You will still owe premium for such index interval.

(2) Sales for the next crop year may be suspended or terminated.

4. Contract Changes

(a) We may change the terms of your policy from year to year.

(b) Any changes in policy provisions, amounts of insurance, premium rates, program dates, or county base values, if applicable, will be published on RMA's website, or successor website, not later than the contract change date. We may only revise this information after the contract change date to correct clear errors, such as the county base value per acre was announced at $2,500.00 per acre instead of $250.00 per acre.

(c) After the contract change date, all changes made in accordance with section 4(b) will be available upon request from your crop insurance agent.

(d) Not later than 30 days prior to the cancellation date for the insured crop you will be provided, in accordance with section 28, a copy of the changes to these Basic Provisions, Crop Provisions, and Special Provisions.

(e) Acceptance of all the changes will be conclusively presumed in the absence of notice from you to change or cancel your insurance.

5. Insured Crop

(a) The insured crop will be that shown on your application accepted by us and as specified in the Crop Provisions, Special Provisions, or actuarial documents, and must be grown on insurable acreage.

(b) Uninsurable crops include, but are not limited to, any crop:

(1) That is not grown on planted acreage;

(2) That is a crop type not generally recognized for the area;

(3) Where the conditions under which the crop is planted are not generally recognized for the area, such as where agricultural experts or organic agricultural experts determine that planting a non-irrigated crop after a different failed crop on the same acreage in the same crop year is not appropriate for the area;

(4) For which the information necessary for insurance, such as county base value per acre and premium rate, is not included in the actuarial documents;

(5) That is a volunteer crop;

(6) Planted following the planting and harvesting of the same crop on the same acreage in the same crop year unless specifically permitted by the Crop Provisions or the Special Provisions;

(7) That is planted for the development or production of hybrid seed or for experimental purposes, unless permitted by the Crop Provisions or Special Provisions; or

(8) That is used solely for wildlife protection or management. If the lease specifies that a percentage of the crop must be left unharvested, your share will be reduced by such percentage.

(c) Although certain policy documents may state that a commodity type, intended use, or cropping practice is not insurable, it does not mean all other commodity types, intended uses, or cropping practices are insurable.

6. Insured and Insurable Acreage

(a) Your total insured acreage will equal your total insurable acreage unless otherwise allowed in the Crop Provisions. The total number of your insured acres of the crop in the county will not exceed 100 percent of your insurable acreage of the crop in the county.

(b) Insurable acreage includes:

(1) Both insured acres of the crop, and acres of the crop that are not insured if allowed by the Crop Provisions, in the county; and

(2) Contiguous acreage of the insured crop located in another grid or county, if elected by the insured. For example, a total of 140 insurable acres are contiguous and located in both county A and county B. You may elect to report:

(i) all 140 insurable acres for county A;

(ii) all 140 insurable acres for county B; or

(iii) any number of acres assigned by you to county A or county B respectively. Regardless of your choice, no more than 140 total insurable acres can be reported.

(c) Unless otherwise specified in the Crop Provisions, your insurable acreage is the total number of acres planted to the insured crop:

(1) In the county and grid ID listed on your application accepted by us;

(2) For which premium rates are provided in the actuarial documents; and

(3) In which you have a share.

(d) To be insured, acreage must be:

(1) Planted to the insured crop on or before the final planting date provided in the actuarial documents;

(2) Reported by the acreage reporting date; and
(3) Located in the county, including applicable contiguous acres, listed on your application accepted by us.

(e) The same acres cannot be insured in more than one grid ID or county during the crop year.

(f) The grid ID and county are determined based on a point of reference selected by you.
(1) If your point of reference is in a grid ID that crosses the U.S. border or is along the ocean where no insurance offer is available for that grid ID, you may elect to insure in the grid ID that is closest to your point of reference.
(i) You can only insure the acres located within the United States (e.g., if your acreage crosses into Canada or Mexico, only the acreage within the U.S. border is insurable under this policy).
(ii) You must provide documentation to us showing that your grid ID crosses the U.S. border and does not have an insurance offer in order to insure in another grid ID.
(2) Separate points of reference must be established as follows:
(i) A separate point of reference must be selected for non-contiguous insured acreage in a grid, by crop and intended use; and
(ii) With respect to contiguous insured acreage, a point of reference must be selected as follows:
(A) If you choose to combine the contiguous insured acreage into one grid, you must establish a point of reference for the insured contiguous acreage by crop and intended use. For example, contiguous acreage is located in two grids. Some of the acreage physically located in each grid is intended for haying and the remaining is intended for grazing. If you choose to insure all the acreage in one grid, you must establish a separate point of reference for each intended use, for a total of two points of reference in the grid; or
(B) If you choose to separate the contiguous insured acreage into separate grids or counties, you must establish a point of reference for each selected grid by crop and intended use. For example, the contiguous acreage is located in four grids and you choose to insure the acreage in separate grids, the acreage can be separated into two, three, or four grids and you must establish a point of reference in each grid selected, by crop and intended use.
(3) Where you failed to report an accurate point of reference for the insured acreage. This failure may result in the acreage being deemed uninsurable unless you can provide evidence that error was inadvertent.

(g) We will not insure any acreage:
(1) That must remain unharvested according to your lease;
(2) Enrolled in any other program administered by the USDA that prohibits haying and grazing, including but not limited to, the Conservation Reserve Program and Wetland Reserve Program;
(3) Where the crop was destroyed or put to another use during the crop year for the purpose of conforming with, or obtaining a payment under, any other program administered by the USDA that prohibits haying and grazing, including but not limited to, the Conservation Reserve Program and Wetland Reserve Program; or
(4) Where you have failed to follow good farming practices for the insured crop.
(i) We will notify you if we identify an issue regarding good farming practices.
(ii) If we notify you, you must contact FCIC for a determination of whether your production methods are considered to be good farming practices.

(h) If you have insured acreage and:
(1) You sell or cash lease all or part of the insured acreage to another person you may be eligible to receive any indemnities for insured index intervals during or prior to such action:
(i) Insurance will cease and no coverage will be provided for any subsequent index intervals and the full premium for the insurance period is owed by you; and
(ii) You may be able to transfer your insurance rights in accordance with section 23; or
(2) Except as provided in section 6(i), acreage of the insured crop is destroyed or otherwise disposed of, you may be eligible to receive any indemnities for insured index intervals during or prior to such action but insurance will cease and no coverage will be provided for any subsequent index intervals on the destroyed acreage and the full premium for the insurance period is owed by you.

(i) With respect to acreage of a first insured crop in the crop year that has suffered an insurable loss and the acreage is planted to a second crop, except in the case of double cropping described in sections 6(k) and (l):
(1) If you elect not to insure the second crop on the same acreage for harvest in the same crop year:
(i) You may collect 100 percent of the indemnities owed for the first insured crop for all insured index intervals during or prior to planting the second crop;
(ii) You will pay 100 percent of the full premium that you would otherwise owe for the first insured crop for the insurance period; and
(iii) Insurance will cease and no coverage will be provided for the first insured crop for any index intervals subsequent to the planting of the second crop;
(2) If you elect to insure the second crop:
(i) You will pay the full premium for the second crop, and if there is an insurable loss to the second crop, receive the full amount of indemnity that may be due for the second crop, regardless of whether there is a

subsequent crop planted on the same acreage;

(ii) You may collect 35 percent of the indemnities owed or received for the first insured crop for all insured index intervals during or prior to planting the second crop;

(iii) You will pay 35 percent of the full premium that you would otherwise owe for the first insured crop for the insurance period;

(iv) If the second crop does not suffer an insurable loss, you may collect an indemnity equal to 65 percent of the indemnities not previous paid under section 6(i)(2)(ii) and you must pay the remaining 65 percent of the premium for the first insured crop that you did not pay under section 6(i)(2)(iii); and

(v) Insurance will cease and no coverage will be provided for the first insured crop for any index intervals subsequent to the planting of the second crop;

(3) If the first insured crop is:

(i) Insured under this policy, you must provide written notice to us of your election not to insure acreage of a second crop:

(A) At the time the first insured crop is released by us; or

(B) If the first insured crop is not released by us:

(1) By the acreage reporting date for the second crop if it is insured under this policy; or

(2) Before planting the second crop if the second crop is insured under any other policy; or

(ii) Not insured under this policy, you must provide written notice to us of your election not to insure acreage of a second crop before the second crop insured under this policy is planted;

(4) In the event a second crop is planted and insured with a different insurance provider, or planted and insured by a different person, you must provide written notice to each insurance provider that a second crop was planted;

(5) If you fail to provide a notice as specified in 6(i)(3) and (4), the second crop acreage will be insured in accordance with applicable policy provisions and you must repay any overpaid indemnity for the first insured crop;

(6) You must report the crop acreage that will not be insured on the applicable acreage report; and

(7) The reduction in the amount of indemnity and premium specified in section 6(i)(2)(ii) and (iii) will apply:

(i) Notwithstanding the priority contained in the Agreement to Insure section, to any premium owed or indemnity paid in accordance with the Crop Provisions, and any applicable endorsement; and

(ii) Regardless of whether another person plants the second crop on any acreage where the first insured crop was planted.

(j) A crop planted following a second crop or following an insured crop that is prevented from being planted after a first insured crop is not insurable, unless:

(1) It is a generally recognized practice for the area to plant three or more crops for harvest on the same acreage in the same crop year;

(2) Additional coverage provided under the authority of the Act is offered for the third or subsequent crop in the same crop year;

(3) You provide records acceptable to us that show:

(i) You have produced and harvested the insured crop following two other crops harvested on the same acreage in the same crop year in at least two of the last four years in which you produced the insured crop; or

(ii) The applicable acreage has had three or more crops produced and harvested on it in at least two of the last four years in which the insured crop was grown on it; and

(4) The amount of insurable acreage will not exceed 100 percent of the greatest number of acres for which you provide the records required in section 6(j)(3).

(k) Notwithstanding section 6(i)(2)(ii), you may receive a full indemnity for a first insured crop when a second crop, regardless of whether or not the second crop is insured or sustains an insurable loss, if each of the following conditions is met:

(1) It is a practice that is generally recognized by agricultural experts or organic agricultural experts for the area to plant two or more crops for harvest in the same crop year;

(2) The second crop is customarily planted after the first insured crop for harvest on the same acreage in the same crop year in the area;

(3) Additional coverage offered under the authority of the Act is available in the county on the two or more crops that are double cropped; and

(4) You provide records acceptable to us of acreage and production that show you have double cropped acreage in at least two of the last four crop years in which the first insured crop was planted, or that show the applicable acreage was double cropped in at least two of the last four crop years in which the first insured crop was grown on it.

(5) With respect to double cropped acreage, if one of the crops you have double cropped is insured under a different plan of insurance and the double cropping provisions for one crop does not require double crop history, including records of acreage and production, then that crop's provisions should be followed. For example, you have 20 acres of annual forage wheat for grazing. On the same acreage you plant and insure cotton. The annual forage double cropping provisions do not include double cropping record history requirements. If the annual forage double cropping provisions are met, you are eligible for a full indemnity payment on both the annual forage wheat and the cotton.

(l) If the conditions in section 6(k) have been met, the receipt of a full indemnity on both crops that are double cropped is limited to the number of acres for which you can demonstrate you have double cropped or that have been historically double cropped.

(1) If the records you provided are for acreage you double cropped in at least two of the last four crop years, you may double crop any acreage of the

insured crop in the county up to the maximum number of acres for which you have double cropping history (for example, if you have double cropped 100 acres of wheat and soybeans in the county and you acquire an additional 100 acres in the county, you can double crop any of the 200 acres in the county as long as the total number of double cropped acreage does not exceed 100 acres in the county); or

(2) If the records you provided are for acreage that another producer double cropped in at least two of the last four crop years you may only double crop the same physical acres for which double cropping records were provided (for example, if a neighbor has double cropped 100 acres of wheat and soybeans in the county and you acquire your neighbor's 100 double cropped acres and an additional 100 acres in the county, you can only double crop the same 100 acres that your neighbor double cropped).

(m) We may restrict the amount of acreage that we will insure to the amount allowed under any acreage limitation program established by the USDA if we notify you of that restriction prior to the sales closing date.

7. Amounts of Protection and Coverage Levels

(a) The dollar amount of protection per acre is equal to the county base value per acre, as specified in the actuarial documents, multiplied by the coverage level selected by you, multiplied by the productivity factor selected by you.

(1) For CAT policies, the coverage level is 65 percent and the productivity factor is 45 percent.

(2) For additional coverage policies:

(i) You may select only one coverage level from 70 percent through 90 percent for the county, crop, intended use, and irrigated practice; and

(ii) You may select only one productivity factor from 60 percent through 150 percent for the county, crop, intended use and irrigated practice.

(b) You will have only one dollar amount of protection per acre for each county, crop, commodity type, intended use, index interval, and irrigated practice.

(c) Your policy protection per unit, as shown on your Summary of Coverage:

(1) Is equal to the dollar amount of protection per acre multiplied by your insured acres, multiplied by the percent of value selected by you, and multiplied by your share; and

(2) Will be calculated separately for each unit.

(d) On or before the sales closing date you may change the coverage level or the productivity factor for each insured county, crop, and intended use, as applicable. Changes must be in writing and received by us by the sales closing date. If no changes are received by the sales closing date, we will assign the same coverage level and productivity factor as the previous year.

(e) You are responsible for the information provided to establish insurance and guarantees. If at any time we discover you have misreported any information, including, but not limited to insurable acreage, insured acreage, share, and grid ID, the following actions will be taken, as applicable:

(1) Any overpaid indemnity must be repaid or underpaid premium must be paid; and

(2) You will be subject to the provisions regarding misreporting contained in section 9(f), unless the incorrect information was the result of our error or the error of someone from USDA.

8. Payment Calculation Factor and Indemnity Calculation

(a) An indemnity may be made only if the final grid index for the insured unit is less than your trigger grid index. A final grid index:

(1) Of 100 would represent an average value of precipitation for the grid ID and index interval and no indemnity would be owed.

(2) Below 100 would represent below average precipitation for the grid ID and interval and an indemnity may be owed.

(3) Above 100 would represent above average precipitation for the grid ID and index interval and no indemnity would be owed.

(b) For the purposes of calculating an indemnity payment for each unit, your payment calculation factor will be:

(1) [(your trigger grid index - final grid index) ÷ your trigger grid index].

(c) The indemnity for the unit will be equal to the payment calculation factor multiplied by the policy protection per unit.

(d) When an indemnity is owed, it will be issued to you not later than 60 days following the date RMA publishes the final grid index for the grid ID and applicable index interval.

(e) Once published, the final grid index is:

(1) Presumed to be accurate and will not be changed once published unless

(i) RMA is notified by NOAA CPC in writing of an error in the data RMA published;

(ii) The RMA Administrator reviews the circumstances of the error and determines a change is warranted; and

(iii) Less than one year has elapsed from the date the final index was published.

(2) The final grid index is a matter of general applicability.

9. Report of Acreage

(a) An annual acreage report must be submitted to us on our form for each insured crop in the county on or before the acreage reporting date.

(b) Your acreage report must include the following information:

(1) The total amount of insurable acreage of the crop in which you have a share in the county;

(2) For each applicable grid ID, all the insured acreage assigned to the grid ID.

(3) With respect to the acreage specified in section 9(b)(2):

(i) Your share;

(ii) Irrigated practice;

(iii) Organic practice;

(iv) Cropping practice;

(v) Commodity type;

(vi) Intended use;

(vii) Grid ID; and

(viii) FSA farm number, FSA tract number and FSA field number.

(4) You must certify on your acreage report that the:

(i) Grid ID accurately identifies the location of your insured acreage based on the Point of Reference determined by you in accordance with Section 6(f); and

(ii) Acreage assigned to each grid ID is accurate to the best of your knowledge.

(c) If an acreage report for the crop year is not provided by the acreage reporting date there will be no coverage for any index interval for the insurance period.

(d) We will not insure any acreage of the insured crop planted or acquired after the acreage reporting date.

(e) Subject to section 9(f), your premium and indemnity, if any, will be based on your insured acreage and share on your acreage report.

(f) You must provide all required reports and you are responsible for the accuracy of all information contained in those reports.

(1) If you submit information on any report that is determined to be incorrect and the correct information results in:

(i) A higher liability or indemnity:

(A) The information reported will not be revised;

(B) Your policy protection per unit will not be increased; and

(C) You will be limited to the lower indemnity.

(ii) A lower liability or indemnity:

(A) The information reported will be revised;

(B) Your policy protection per unit will be revised to be consistent with the correct information.

(iii) Not having any insurable acreage in the grid ID listed on your acreage report, you will receive no insurance for that grid ID for the insurance period unless:

(A) You can provide supporting evidence that was an error; and

(B) If correction is made in accordance with section 9 (f)(iii)(A) you still will be subject to section 9 f(1)(i) or (ii).

(2) You may be subject to the provisions contained in section 22 and criminal, civil, or administrative sanctions for inaccurate information on any required reports.

(g) Prior to the acreage reporting date, you may request an acreage measurement from FSA or a business that provides such measuring services.

(1) On or before the acreage reporting date, you must provide to us:

(i) Documentation of your request for an acreage measurement; and

(ii) An acreage report with estimated acreage.

(2) You must provide the completed acreage measurement to us.

(i) If the acreage measurement shows the estimated acreage was incorrect, we will revise your acreage report to reflect the correct acreage.

(ii) No indemnity will be paid until the completed acreage measurement is provided to us.

(3) If you fail to provide the acreage measurement:

(i) We will measure the acreage at your expense;

(ii) The provisions of section 9(f) will apply;

(iii) No indemnity will be paid until we determine whether the estimated acreage is correct; and

(iv) Estimated acreage will no longer be accepted from you for any subsequent acreage report.

(h) If there is a difference between the acreage measured by FSA, a measuring service or our on-farm measurement, the order of priority is:

(1) our on-farm measurement;

(2) FSA measurement; and

(3) measuring service measurement.

(i) If the acreage report has been revised in accordance with section 9(g)(2)(i), the information on the initial acreage report will not be considered misreported for the purposes of section 9(f).

(j) If we discover you have incorrectly reported any information on the acreage report for any crop year, you may be required to provide documentation in subsequent crop years substantiating your report of acreage for those crop years, including, but not limited to, an acreage measurement service at your own expense. If the correction of any misreported information would affect an indemnity that was paid in a prior crop year, such indemnity will be adjusted, and you will be required to repay any overpaid amounts.

(k) We may inspect the insured acreage at any time to verify any information you certified on the acreage report and the accuracy of the points of reference.

(l) In the event the RMA website is unavailable on the sales closing date or acreage reporting date, as applicable, and you are unable to properly identify your grid, grid ID, or comply with other requirements, as applicable, insurance will attach provided you sign an application and provide a report of your acreage with all available information as specified under these Basic Provisions. Upon the availability of the RMA website, or successor website, you must provide all required information you were previously unable to provide because the website was unavailable. All required information must be provided within two business days after the website becomes available.

10. Share Insured

(a) Insurance will attach:

(1) Except as provided in section 10(a)(2), only to your share of the insured crop; and

(2) To another person's share of the insured crop only if the other person has a share of the crop and the application clearly states you as a landlord will insure your tenant's share, or you as a tenant will insure your landlord's share. If you as a landlord will insure your tenant's share, or you as a tenant will insure your landlord's share, you must:

(i) Provide evidence of the other party's agreement to allow you to insure their share, such as a lease, power of attorney, etc., that will be retained by us;

(ii) Clearly set forth the percentage shares of each landlord and tenant on the acreage report; and

(iii) For each landlord and tenant, report the landlord's and tenant's SSN, EIN, or other identification number we assigned for the purposes of this policy, as applicable.

(b) With respect to your share:
(1) Upon our request, you must provide a verifiable lease or written proof of ownership supporting the share you reported for the insured acreage on your acreage report;
(2) We will consider as part of your share under your policy, any acreage or interest reported by or for:
(i) Your spouse, unless such spouse can prove they have a separate farming operation, which includes but is not limited to, separate land (transfers of acreage from one spouse to another is not considered separate land), separate capital, separate inputs, separate accounting, and separate maintenance of proceeds; or
(ii) Your children who reside in your household or any other member of your household, unless such children or other members of the household can demonstrate such person has a separate share in the crop; and
(3) If it is determined that the spouse, children or other members of the household have a separate policy but do not have a separate farming operation or share of the crop, as applicable:
(i) The policy for one spouse or the policy for the children or other members of the household will be void and the policy remaining in effect will be determined in accordance with section 17;
(ii) The acreage or share reported under the policies that are voided will be included under the remaining policy; and
(iii) No premium will be due and no indemnity will be paid for the voided policies.

(c) You must report your share for all insured acreage whether leased on a cash basis, share of the crop basis, or any other basis.
(1) If you lease the acreage for a portion of the crop year, you may still have a 100 percent share in the insured crop provided you receive 100 percent of the benefits from the insured crop. For example, producer A leases 100 acres and insures the crop from May 1 through July 31. Producer A receives 100 percent of the benefits of the insured crop. There is no value remaining in the insured crop after July 31. Producer B leases the same acreage from August 1 through December 31. Producer B gets no value from the crop and uses the acreage only as a place to keep and feed his livestock. In this example, producer A would have 100 percent share of the insured crop.
(2) Under no circumstances can the total of all shares in the insured crop on the acreage exceed 100 percent. For example, producer A leases 100 acres and insures 100 percent of the insured crop. Producer B cannot insure any percentage of the same insured crop on the same acreage in the same crop year.

11. Annual Premium and Administrative Fees

(a) The annual premium is earned and payable, as specified in the Crop Provisions. You will be billed for the premium and administrative fee not earlier than the premium billing date.
(b) Premium or administrative fees owed by you will be offset from any payment due you in accordance with section 3(f).
(c) The premium amount is determined, as applicable, by multiplying your policy protection per unit by the premium rate and by any other premium adjustment percentages that may apply. The annual premium is the sum of premiums for all units for the crop.
(d) The information needed to determine the premium rate and any premium adjustment percentages that may apply are contained in the actuarial documents.
(e) In addition to the premium charged, for CAT or additional coverage, as applicable, you must pay an administrative fee each crop year for each crop and county, in the amount specified in the actuarial documents.
(1) The administrative fee must be paid no later than the date the premium is due or the amount will be considered a delinquent debt.
(2) Payment of an administrative fee will not be required if you file a zero acreage report on or before the acreage reporting date for the insured crop. If you falsely file a zero acreage report you will be subject to criminal and administrative sanctions.
(3) The administrative fee will be waived if you request it, and you:
(i) Qualify as a beginning farmer or rancher, or veteran farmer or rancher;
(ii) Qualify as a limited resource farmer; or
(iii) Were insured prior to the 2005 crop year or for the 2005 crop year and your administrative fee was waived for one or more of those crop years because you qualified as a limited resource farmer under a policy definition previously in effect, and you remain qualified as a limited resource farmer under the definition that was in effect at the time the administrative fee was waived.
(4) Failure to pay the administrative fees when due may make you ineligible for certain other USDA benefits.
(f) If the amount of premium and administrative fee you are required to pay for any acreage exceeds the liability for the acreage, insurance for those acres will not be provided. No premium or administrative fee will be due and no indemnity will be paid for such acreage.
(g) If you qualify as a beginning farmer or rancher, or veteran farmer or rancher, your premium subsidy will be 10 percentage points greater than the premium subsidy that you would otherwise receive, unless otherwise specified in the Special Provisions.
(h) You will be ineligible for any premium subsidy paid on your behalf by FCIC for any policy issued by us if:
(1) USDA determines you have committed a violation of the highly erodible land conservation or wetland conservation provisions of 7 CFR part 12 as amended by the Agricultural Act of 2014; or
(2) You have not filed form AD-1026 with FSA for the reinsurance year by the premium billing date.

(i) Notwithstanding section 11(h)(2), you may be eligible for premium subsidy without having a timely filed form AD-1026:
(A) For the initial reinsurance year if you certify by the premium billing date for your policy that you meet the qualifications as outlined in FCIC approved procedures for producers who are new to farming, new to crop insurance, a new entity, or have not previously been required to file form AD-1026; or
(B) If FSA approves relief for failure to timely file due to circumstances beyond your control or failure to timely provide adequate information to complete form AD-1026 in accordance with the provisions contained in 7 CFR part 12.
(ii) To be eligible for premium subsidy paid on your behalf by FCIC, it is your responsibility to assure you meet all the requirements for:
(A) Compliance with the conservation provisions specified in section 11(h)(1) of this section; and
(B) Filing form AD-1026, or successor form, to be properly identified as in compliance with the conservation provisions specified in section 11(h)(1) of this section.

12. Insurance Period and Insured Index Intervals

(a) Unless otherwise specified in the Crop Provisions or actuarial documents, the insurance period is January 1 through December 31 of the crop year for the insured crop.
(b) Insurance attaches for all twelve months even if you do not select index intervals covering all twelve months.
(c) While insurance may have attached, you are only eligible to receive an indemnity for the index intervals selected by you.

13. Causes of Loss

Losses are only payable when the final grid index is less than your trigger grid index. This policy does not directly measure, capture, or utilize any actual crop production, including any of your actual crop production. For example, it is possible for you to receive an indemnity payment without suffering a loss of actual crop production. However, you may experience a loss of crop production and not receive an indemnity payment.

14. Written Agreements

Written agreements are not applicable unless otherwise specified in the Crop Provisions or Special Provisions.

15. Mediation, Arbitration, Appeal, Reconsideration, and Administrative and Judicial Review

(a) The final grid index determined by FCIC is a matter of general applicability and is not appealable to the National Appeals Division.
(1) Any matter of general applicability is not subject to appeal under 7 CFR part 400, subpart J or 7 CFR part 11.
(2) Your only remedy is judicial review but if you want to seek judicial review of any FCIC determination that is a matter of general applicability, you must request a determination of non-appealability from the Director of the National Appeals Division in accordance with 7 CFR 11.6 before seeking judicial review.
(3) The timeframe to request a determination of non -appealability from the Director of the National Appeals Division is not later than 90 days after the date the final grid index are published on RMA's website.
(b) With respect to good farming practices:
(1) We will make preliminary decisions regarding what constitutes a good farming practice.
(i) If you disagree with our decision of what constitutes a good farming practice you may request through us that FCIC review our decision. Requests for FCIC review must be made within 30 days of the postmark date on the written notice of the determination regarding good farming practices.
(ii) You may not sue us for our decisions regarding whether good farming practices were used by you. You must request a determination from FCIC of what constitutes a good farming practice before filing any suit against FCIC.
(2) If you do not agree with any determination made by FCIC regarding what constitutes a good farming practice:
(i) You may request reconsideration by FCIC of this determination in accordance with the reconsideration process established for this purpose and published at 7 CFR part 400, subpart J; or
(ii) You may file suit against FCIC as follows:
(A) You are not required to request reconsideration from FCIC before filing suit;
(B) Any suit must be brought against FCIC in the United States district court for the district in which the insured acreage is located; and
(C) Suit must be filed against FCIC not later than one year after the date:
(1) Of the determination made by FCIC regarding what constitutes a good farming practice; or
(2) Reconsideration is completed, if reconsideration was requested under section 15(b)(2)(i).
(c) If you elect to bring suit against FCIC after seeking a Director's Review in accordance with section 15(a), such suit must be filed against FCIC in the United States district court for the district in which the insured acreage is located not later than one year after the date of the decision rendered by the Director. Under no circumstances can you recover any punitive, compensatory or any other damages from FCIC.
(d) With respect to any other determination under this policy:
(1) If you and we fail to agree on any determination not covered by sections 15(a) and (c), the disagreement may be resolved through mediation. To resolve any dispute through mediation, you and we must both:
(i) Agree to mediate the dispute;
(ii) Agree on a mediator; and

(iii) Be present or have a designated representative who has authority to settle the case present, at the mediation.

(2) If resolution cannot be reached through mediation, or you and we do not agree to mediation, you must timely seek resolution through arbitration in accordance with the rules of the American Arbitration Association (AAA), unless otherwise stated in this subsection or rules are established by FCIC for this purpose. Any mediator or arbitrator with a familial, financial or other business relationship to you or us, or our agent or loss adjuster, is disqualified from hearing the dispute.

(3) If the dispute in any way involves a policy or procedure interpretation, regarding whether a specific policy provision or procedure is applicable to the situation, how it is applicable, or the meaning of any policy provision or procedure, either you or we must obtain an interpretation from FCIC in accordance with 7 CFR part 400, subpart X or such other procedures as established by FCIC.

(i) Any interpretation by FCIC will be binding in any mediation or arbitration.

(ii) Failure to obtain any required interpretation from FCIC will result in the nullification of any agreement or award.

(iii) An interpretation by FCIC of a policy provision or procedure is considered a determination that is a matter of general applicability. However, before such interpretation may be challenged in the courts, you must request a determination of non-appealability from the Director of the National Appeals Division not later than 30 days after the date the interpretation was published on RMA's website.

(4) Unless the dispute is resolved through mediation, the arbitrator must provide to you and us a written statement describing the issues in dispute, the factual findings, the determinations and the amount and basis for any award and breakdown by claim for any award.

(i) The statement must also include any amounts awarded for interest.

(ii) Failure of the arbitrator to provide such written statement will result in the nullification of all determinations of the arbitrator.

(iii) All agreements reached through settlement, including those resulting from mediation, must be in writing and contain at a minimum a statement of the issues in dispute and the amount of the settlement.

(5) Regardless of whether mediation is elected:

(i) The initiation of arbitration proceedings must occur within one year of the date we denied your claim or rendered the determination with which you disagree, whichever is later;

(ii) If you fail to initiate arbitration in accordance with section 15(d)(5)(i) and complete the process, you will not be able to resolve the dispute through judicial review;

(iii) If arbitration has been initiated in accordance with section 15(d)(5)(i) and completed, and judicial review is sought, suit must be filed not later than one year after the date the arbitration decision was rendered; and

(iv) In any suit, if the dispute in any way involves a policy or procedure interpretation, regarding whether a specific policy provision or procedure is applicable to the situation, how it is applicable, or the meaning of any policy provision or procedure, an interpretation must be obtained from FCIC in accordance with 7 CFR part 400, subpart X or such other procedures as established by FCIC. Such interpretation will be binding on all parties.

(6) Any decision rendered in arbitration is binding on you and us unless judicial review is sought in accordance with section 15(d)(5)(iii). Notwithstanding any provision in the rules of the AAA, you and we have the right to judicial review of any decision rendered in arbitration.

(e) In any mediation, arbitration, appeal, administrative review, reconsideration or judicial process, the terms of this policy, the Act, and the regulations published at 7 CFR chapter IV, including the provisions of 7 CFR part 400, subpart P, are binding. Conflicts between this policy and any state or local laws will be resolved in accordance with section 26. If there are conflicts between any rules of the AAA and the provisions of your policy, the provisions of your policy will control.

(f) Except as provided in section 15(g), no award or settlement in mediation, arbitration, appeal, administrative review or reconsideration process or judicial review can exceed the amount of liability established or which should have been established under the policy, except for interest awarded in accordance with section 21.

(g) In a judicial review only, you may recover attorney fees or other expenses, or any punitive, compensatory or any other damages from us only if you obtain a determination from FCIC that we, our agent or loss adjuster failed to comply with the terms of this policy or procedures issued by FCIC and such failure resulted in you receiving a payment in an amount that is less than the amount to which you were entitled. Requests for such a determination should be addressed to the following: USDA/RMA/Deputy Administrator for Compliance/Stop 0806, 1400 Independence Avenue, S.W., Washington, D.C. 20250-0806.

16. Access to Insured Crop and Records, and Record Retention

(a) For a period of three years after the end of the crop year, or three years after the date of final payment of the indemnity, whichever is later, you must retain and provide upon our request, or the request of any employee of USDA authorized to investigate or review any matter relating to crop insurance, complete records pertaining to:

(1) The planting, replanting, inputs, production, harvest and disposition of the insured crop;

(2) Your insurable, insured, and not insured acres; and

(3) All lease or other agreements that may be applicable to the insured crop.

(4) If a lease or other similar agreement is not available or you cannot provide such documentation, a lease certification form may be used by you to certify in lieu of a lease only if the content of the certification form can be verified by us. If we are unable to verify the information on the lease certification form, or it was determined the information on the form was inaccurate or false and no lease existed, you will be subject to section 16(d) and premium is still owed.

(b) By signing the application for insurance authorized under the Act or by continuing insurance for which you have previously applied, you authorize us or USDA, or any person acting for us or USDA authorized to investigate or review any matter relating to crop insurance, to obtain records relating to the planting, replanting, lease, ownership, share, production, inputs, harvesting, disposition, or contract agreements of the insured crop from any person who may have custody of such records, including but not limited to, FSA offices, banks, warehouses, gins, cooperatives, marketing associations, landlords and accountants. You must assist in obtaining all records we or any employee of USDA, or any person acting for us or USDA authorized to investigate or review any matter relating to crop insurance, request from third parties.

(c) We or any employee of USDA, or any person acting for us or USDA authorized to investigate or review any matter relating to crop insurance:

(1) May extend the record retention period beyond three years by notifying you of such extension in writing; and

(2) Have the right to examine, as often as reasonably required during the record retention period:

(i) The insured crop at any location where such crop may be found or maintained; and

(ii) All records related to the insured crop, this policy, and mediation, arbitration or litigation involving the insured crop, at any location where such records may be found or maintained.

(d) Failure to provide access to the insured crop or the farm, maintain or provide any required records, including information required in 16(a)(3) or (4), authorize access to the records maintained by third parties, or assist in obtaining all such records will result in a determination that no indemnity is due for the crop year in which such failure occurred.

17. Other Insurance

Nothing in this section prevents you from obtaining other insurance not authorized under the Act. However, unless specifically authorized by these or any other policy provisions, you must not obtain any other crop insurance authorized under the Act on your share of the insured crop and crop type.

(a) If you impermissibly obtain other crop insurance authorized under the Act on your share of the insured crop and crop type, and you cannot demonstrate that you did not intend to have more than one policy in effect, your policy will be void and no indemnity will be due for any year in which you have more than one policy in effect.

(b) If you impermissibly obtain other crop insurance authorized under the Act on your share of the insured crop and crop type, and you can demonstrate that you did not intend to have more than one policy in effect, such as in the example provided in section 17 (b)(3), and:

(1) One is an additional coverage policy and the other is a CAT policy:

(i) The additional coverage policy will apply if both policies are with the same insurance provider or, if not, both insurance providers agree; or

(ii) The policy with the earliest date of application will be in force if both insurance providers do not agree; or

(2) Both are additional coverage policies or both are CAT policies, the policy with the earliest date of application will be in force and the other policy will be void, unless both policies are with:

(i) The same insurance provider and the insurance provider agrees otherwise; or

(ii) Different insurance providers and both insurance providers agree otherwise.

(3) For example, an application to transfer your policy or written notification to an insurance provider that states you want to purchase or transfer insurance, and you want any other policies for the crop canceled would demonstrate you did not intend to have duplicate policies in effect.

18. Correction of Errors

(a) In addition to any other corrections allowed in your policy subject to section 18(b), we may correct:

(1) Within 60 days after the sales closing date, any incorrect information on your application or provided by the sales closing date, including identification numbers for you and any person with a substantial beneficial interest in you, to ensure the eligibility information is correct and consistent with information reported by you to any USDA agency;

(2) Within 30 days after the acreage reporting date, information reported to reconcile errors in the information with correct information that has been determined by any USDA agency;

(3) Within 30 days of any subsequent correction of data by FSA, erroneous information corrected as a result of verification of information; and

(4) At any time, if any incorrect information was caused by electronic transmission errors by us or errors made by any agency within USDA in transmitting the information provided by you for purposes of other USDA programs.

(b) Corrections may be made but will not take effect for the current crop year if the correction would allow you to:

(1) Avoid ineligibility requirements for insurance or obtain a disproportionate benefit under the crop insurance program or any related program administered by the Secretary;

(2) Obtain, enhance, or increase an insurance guarantee or indemnity if a cause of loss exists or has occurred before any correction has been made, or avoid premium owed if no loss is likely to occur; or

(3) Avoid an obligation or requirement under any Federal or State law.

19. Conformity to Food Security Act

(a) Although your violation of a number of federal statutes, including the Act, may cause cancellation, termination, or voidance of your policy, you should be specifically aware that your policy will be void if you are determined to be ineligible to receive benefits under the Act due to violation of the controlled substance provisions of the Food Security Act of 1985 (Pub. L. 99-198) and the regulations promulgated under the Act by USDA.

(b) We will recover any and all monies paid to you or received by you during your period of ineligibility, and your premium will be refunded, less an amount for expenses and handling equal to 20 percent of the premium paid or to be paid by you.

20. Amounts Due Us

(a) Interest will accrue at the rate of 1.25 percent simple interest per calendar month, on any unpaid amount owed to us or on any unpaid administrative fees owed to FCIC.

(1) For the purpose of premium amounts owed to us or administrative fees owed to FCIC, interest will start to accrue on the first day of the month following the issuance of the notice by us, provided that a minimum of 30 days have passed from the premium billing date.

(2) We will collect any unpaid amounts owed to us, and any interest owed thereon, and, prior to the termination date, we will collect any administrative fees, and interest owed thereon, to FCIC.

(3) After the termination date, FCIC will collect any unpaid administrative fees, and any interest owed thereon, for any CAT policy, and we will collect any unpaid administrative fees, and any interest owed thereon, for additional coverage policies.

(b) For the purpose of any other amounts due us, such as repayment of indemnities found not to have been earned, interest will start to accrue on the date that notice is issued to you for the collection of the unearned amount.

(1) Amounts found due under this paragraph will not be charged interest if payment is made within 30 days of issuance of the notice by us.

(2) The amount will be considered delinquent if not paid within 30 days of the date the notice is issued by us.

(c) All amounts paid will be applied first to expenses of collection, as specified in section 20(d), if any, second to the reduction of accrued interest, and then to the reduction of the principal balance.

(d) If we determine that it is necessary to contract with a collection agency or to employ an attorney to assist in collection, you agree to pay all of the expenses of collection.

(e) The portion of the amounts owed by you for a policy authorized under the Act that are owed to FCIC may be collected in part through administrative offset from payments you receive from United States government agencies in accordance with 31 U.S.C. chapter 37. Such amounts include all administrative fees, and the share of the overpaid indemnities and premiums retained by FCIC, plus any interest owed thereon.

21. Interest Limitations

(a) We will pay simple interest computed on the net indemnity ultimately found to be due by us or by a final judgment of a court of competent jurisdiction, from and including the 61st day after the final grid index results are published for the applicable index interval.

(b) Interest will be paid only if the reason for our failure to timely pay is NOT due to your failure to provide information or other material necessary for the computation or payment of the indemnity.

(c) The interest rate will be that established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41U.S.C. 611) and published in the Federal Register semiannually on or about January 1 and July 1 of each year and may vary with each publication.

22. Concealment, Misrepresentation or Fraud

(a) If you have falsely or fraudulently concealed the fact that you are ineligible to receive benefits under the Act or if you or anyone assisting you has intentionally concealed or misrepresented any material fact relating to this policy:

(1) This policy will be voided; and

(2) You may be subject to remedial sanctions in accordance with 7 CFR part 400, subpart R, or a successor regulation.

(b) Even though the policy is void, you will still be required to pay 20 percent of the premium that you would otherwise be required to pay to offset costs incurred by us in the service of this policy. If previously paid, the balance of the premium will be returned.

(c) Voidance of this policy will result in you having to repay all indemnities paid for the crop year in which the voidance was effective.

(d) Voidance will be effective on the first day of the insurance period for the crop year in which the act occurred and will not affect the policy for subsequent crop years unless a violation of this section also occurred in such crop years.

(e) If you willfully and intentionally provide false or inaccurate information to us or FCIC or you fail to comply with a requirement of FCIC, in accordance with 7 CFR part 400, subpart R, or successor regulation, FCIC may impose on you:

(1) A civil fine for each violation in an amount not to exceed the greater of:

(i) The amount of the pecuniary gain obtained as a result of the false or inaccurate information provided or the noncompliance with a requirement of FCIC; or

(ii) $10,000; and

(2) A disqualification for a period of up to 5 years from receiving any monetary or non -monetary benefit provided under each of the following:

(i) Any crop insurance policy offered under the Act;

(ii) The Farm Security and Rural Investment Act of 2002 (7 U.S.C. 7333 et seq.);

(iii) The Agricultural Act of 1949 (7 U.S.C. 1421 et seq.);

(iv) The Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.);

(v) The Agricultural Adjustment Act of 1938 (7 U.S.C. 1281 et seq.);

(vi) Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.);
(vii) The Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.); and
(viii) Any federal law that provides assistance to a producer of an agricultural commodity affected by a crop loss or a decline in the prices of agricultural commodities.

23. Transfer of Insurance and Right to Indemnity

(a) If you transfer any part of your share during the crop year, you may transfer your insurance rights, if the transferee is eligible for crop insurance.
(b) We will not be liable for any more than the liability determined in accordance with your policy that existed before the transfer occurred.
(c) The transfer of coverage rights must be on our form and will not be effective until approved by us in writing.
(d) Both you and the transferee are jointly and severally liable for payment of the premium and administrative fees.
(e) The transferee has all rights and responsibilities under this policy consistent with the transferee's interest.

24. Assignment of Indemnity.

(a) You may assign your right to an indemnity for the crop year only to creditors or other persons to whom you have a financial debt or other pecuniary obligation. You may be required to provide proof of the debt or other pecuniary obligation before we will accept the assignment of indemnity.
(b) All assignments must be on our form, provided to us, and are effective when approved in writing by us. Each assignment form may contain more than one creditor or other person to whom you have a financial debt or other pecuniary obligation.
(c) Unless you have provided us with a properly executed assignment of indemnity, we will not make any payment to a lienholder or other person to whom you have a financial debt or other pecuniary obligation even if you may have a lien or other assignment recorded elsewhere. Under no circumstances will we be liable:
  (1) To any lienholder or other person to whom you have a financial debt or other pecuniary obligation where you have failed to include such lienholder or person on a properly executed assignment of indemnity provided to us; or
  (2) To pay to all lienholders or other persons to whom you have a financial debt or other pecuniary obligation any amount greater than the total amount of indemnity owed under the policy.
(d) If we have received the properly executed assignment of indemnity form:
  (1) Only one payment will be issued jointly in the names of all assignees and you; and
  (2) Any assignee will have the right to submit all notices and forms as required by the policy.

25. Federal or State Actions

If any Federal or State agency requires destruction of any insured crop or crop production, as applicable, because it contains levels of a substance, or has a condition, that is injurious to human or animal health in excess of the maximum amounts allowed by the Food and Drug Administration, other public health organizations of the United States or an agency of the applicable State, you must destroy the insured crop or crop production, as applicable, and certify that such insured crop or crop production has been destroyed prior to receiving an indemnity payment. Failure to destroy the insured crop or crop production, as applicable, will result in you having to repay any indemnity paid and you may be subject to administrative sanctions in accordance with section 515(h) of the Act and 7 CFR part 400, subpart R, or successor regulation, and any applicable civil or criminal sanctions.

26. Applicability of State and Local Statutes

If the provisions of this policy conflict with statutes of the State or locality in which this policy is issued, the policy provisions will prevail. State and local laws and regulations in conflict with federal statutes, this policy, and the applicable regulations do not apply to this policy.

27. Descriptive Headings

The descriptive headings of the various policy provisions are formulated for convenience only and are not intended to affect the construction or meaning of any of the policy provisions.

28. Notices

(a) All notices required to be given by you must be in writing and received by your crop insurance agent on or before the designated date unless otherwise provided by the notice requirement. The date your crop insurance agent receives the written notice from you will be the date the notice is considered received. If the date by which you are required to submit a report or notice falls on Saturday, Sunday, or a Federal holiday, or if your agent's office is, for any reason, not open for business on the date you are required to submit such notice or report, such notice or report must be submitted on the next business day.
(b) All policy provisions, notices and communications required to be sent by us to you will be:
  (1) Provided by electronic means, unless:
    (i) We do not have the ability to transmit such information to you by electronic means; or
    (ii) You elect to receive a paper copy of such information;
  (2) Sent to the location specified in your records with your crop insurance agent; and
  (3) Will be conclusively presumed to have been received by you.

29. Multiple Benefits

(a) If you are eligible to receive an indemnity under an additional coverage plan of insurance and are also eligible to receive benefits for the same loss under any other USDA program, you may receive benefits under both programs, unless specifically limited by the crop insurance contract or by law.
(b) Any amount received for the same loss from any USDA program, in addition to the crop insurance payment, will not exceed the difference between the crop insurance payment and the actual amount of the loss, unless otherwise provided by law. The amount of the actual loss is the difference between the total value of the insured crop before the loss and the total value of the insured crop after the loss.
(c) FSA or another USDA agency, as applicable, will determine and pay the additional amount due you for any applicable USDA program, after first considering the amount of any crop insurance indemnity.

30. Crops as Payment

You must not abandon any crop to us. We will not accept any crop as compensation for payments due us.

31. Reserved

32. Organic Farming Practices

(a) Insurance will be provided for any crop grown using an organic farming practice that meet the requirements for an organic crop on the acreage reporting date if shown in the actuarial documents. If an organic practice is not shown in the actuarial documents the non-organic, type and practice will be used.

(b) If insurance is provided for an organic farming practice as specified in section 32(a), only the following acreage will be insured under such practice:
   (1) Certified organic acreage;
   (2) Transitional acreage being converted to certified organic acreage in accordance with an organic system plan; and
   (3) Buffer zone acreage.

(c) You must provide the following organic records, as applicable:
   (1) By the acreage reporting date, except as allowed by section 32(c)(2), you must have:
      (i) For certified organic acreage, a written certification in effect directly from a certifying agent indicating the name of the person certified, effective date of certification, certificate number, types of commodities certified, and name and address of the certifying agent (a certificate issued to a tenant may be used to qualify a landlord or other similar arrangement). A certificate issued from the National Organic Program's Organic Integrity Database (or successor certificate reporting tool) is acceptable;
      (ii) For transitional acreage, an organic system plan documenting the use of practices that would result in certified organic status that includes the record information as described in section 32(c)(1)(i), or written documentation from a certifying agent indicating an organic system plan is in effect for the acreage; and
      (iii) For certified organic and transitional acreage, records from the certifying agent showing the specific location of each field of certified organic, transitional, buffer zone, and acreage not maintained under organic management.
   (2) If you do not meet the requirements in section 32(c)(1)(i) or (ii), you must provide documentation that you have requested, in writing, your written certification or organic system plan by the acreage reporting date.
      (i) Your certificate or organic system plan must be in effect prior to the end of the insurance period.
      (ii) Your acreage will remain insured under the practice you reported on the acreage reporting date unless you have a loss. If you have a loss and do not have a certificate or plan in place at the time the claim is finalized in accordance with the applicable policy provisions, then your acreage will be insured under the practice for which it qualifies.

(d) If any acreage qualifies as certified organic or transitional acreage on the date you report such acreage, and such certification is subsequently revoked or suspended by the certifying agent, or the certifying agent does not consider the acreage as transitional acreage for the remainder of the crop year, that acreage will remain insured under the reported practice for which it qualified at the time the acreage was reported.