

(5) In accordance with the provisions of section 3 (Report of Acreage, Share, and Practice (Acreage Report)) of the General Crop Insurance Policy (§ 401.8), you must report any insurable acreage you were prevented from planting. This report must be submitted on or before the acreage reporting date for spring-planted oats in counties for which the Actuarial Table designates a spring final planting date, or the acreage reporting date for fall-planted oats in counties for which the Actuarial Table designates a fall final planting date only, even though you may elect to plant the acreage after the late planting period. Any acreage you report as eligible for prevented planting coverage which we determine is not eligible will be deleted from prevented planting coverage.

(6) If the amount of premium you are required to pay (gross premium less our subsidy) for the prevented planting acreage exceeds the prevented planting liability on a unit, prevented planting coverage will not be provided for that unit (no premium will be due and no indemnity will be paid for such acreage).

11. Meaning of Terms

(a) *Adequate stand*— a sufficient population of plants to produce at least the yield used to determine the guarantee.

(b) *Days*— calendar days.

(c) *Final planting date*— the date contained in the Actuarial Table by which the insured oats must initially be planted in order to be insured for the full production guarantee.

(d) *Harvest*—completion of combining, threshing, or cutting for hay or silage on any acreage.

(e) *Irrigated practice*— a method of producing a crop by which water is artificially applied during the growing season by appropriate systems, and at the proper times, with the intention of providing the quantity of water needed to produce at least the yield used to establish the irrigated production guarantee on the irrigated oat acreage.

(f) *Late planted*— acreage planted during the late planting period.

(g) *Late planting period*—(applicable only to spring-planted oat acreage and fall-planted oat acreage only where insurance is not offered for spring-planted oats)—the period which begins the day after the final planting date for oats and ends twenty-five (25) days after the oat final planting date.

(h) *Latest oat final planting date*—

(1) The final planting date for spring-planted oats in all counties for which the Actuarial Table designates a final planting date for spring-planted oats only;

(2) The final planting date for fall-planted oats in all counties for which the Actuarial Table designates a final planting date for fall-planted oats only; or

(3) The final planting date for spring-planted oats in all counties for which the Actuarial

Table designates final planting dates for both spring-planted and fall-planted oats.

(i) *Prevented planting*—inability to plant oats with proper equipment by:

(1) The latest oat final planting date in the county; or

(2) The end of the late planting period.

You must have been unable to plant oats due to an insured cause of loss which is general in the area (i.e., most producers in the surrounding area are unable to plant due to similar insurable causes) and which occurs between the sales closing date and the latest oat final planting date in the county or within the late planting period.

(j) *Production guarantee*— the number of bushels determined by multiplying the approved yield per acre by the coverage level percentage you elect.

(k) *Timely planted*—oats planted by the final planting date as established by the Actuarial Table, for oats in the county to be planted for harvest in the crop year.

[52 FR 28447, July 30, 1987, as amended at 54 FR 20504, May 12, 1989; 58 FR 33508, June 18, 1993; 58 FR 67634, Dec. 22, 1993; 60 FR 56934, Nov. 13, 1995]

§ 401.106 Rye endorsement.

The provisions of the Rye Crop Insurance Endorsement for the 1988 through 1994 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Rye Endorsement

1. Insured Crop

a. The crop insured will be rye planted for harvest as grain.

b. In addition to the rye not insurable in section 2 of the general crop insurance policy, we do not insure any rye:

(1) If the seed has not been mechanically incorporated into the soil;

(2) If the seed is planted where an established grass or legume exists unless we agree, in writing, to insure such rye; or

(3) Destroyed or put to another use in order to comply with other U.S. Department of Agriculture programs.

c. A late planting agreement will be available for all spring-planted rye where insurance is offered and for fall-planted rye only where insurance is not offered for spring-planted rye.

2. Causes of Loss

The insurance provided is against unavoidable loss of production resulting from the following causes occurring within the insurance period:

a. Adverse weather conditions;

b. Fire;

c. Insects;

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d. Plant disease;
e. Wildlife;
f. Earthquake;
g. Volcanic eruption; or
h. If applicable, failure of the irrigation water supply due to an unavoidable cause occurring after the beginning of planting;
unless those causes are excepted, excluded, or limited by the actuarial table or section 9 of the general crop insurance policy.

3. Annual Premium

a. The annual premium amount is computed by multiplying the production guarantee times the price election, times the premium rate, times the insured acreage, times your share at the time of planting.

b. If you are eligible for a premium reduction in excess of 5 percent based on your insuring experience through the 1984 crop year under the terms of the experience table contained in the rye policy for the 1985 crop year, you will continue to receive the benefit of that reduction subject to the following conditions:

- (1) No premium reduction will be retained after the 1991 crop year;
- (2) The premium reduction will not increase because of favorable experience;
- (3) The premium reduction will decrease because of unfavorable experience in accordance with the terms of the policy in effect for the 1985 crop year;
- (4) Once the loss ratio exceeds .80, no further premium reduction will apply; and
- (5) Participation must be continuous.

4. Insurance Period

The calendar date for the end of the insurance period is October 31 of the year in which the rye is normally harvested.

5. Unit Division

Rye acreage that would otherwise be one unit, as defined in section 17 of the general crop insurance policy, may be divided into more than one unit if you agree to pay additional premium as provided by the actuarial table and if for each proposed unit:

a. You maintain written, verifiable records of planted acreage and harvested production for at least the previous crop year and production reports based on those records are filed to obtain an insurance guarantee; and

b. The acreage planted to insured rye is located in separate, legally identifiable sections or, in the absence of section descriptions, the land is identified by separate ASCS Farm Serial Numbers, provided:

- (1) The boundaries of the sections or ASCS Farm Serial Numbers are clearly identified and the insured acreage is easily determined; and
- (2) The rye is planted in such a manner that the planting pattern does not continue

into the adjacent section or ASCS Farm Serial Number; or

c. The acreage planted to the insured rye is located in a single section or ASCS Farm Serial Number and consists of acreage on which both irrigated and nonirrigated practices are carried out, provided:

(1) Rye planted on irrigated acreage does not continue into nonirrigated acreage in the same rows or planting pattern; and

(2) Planting, fertilizing and harvesting are carried out in accordance with recognized good dryland and irrigated farming practices for the area.

If you have a loss on any unit, production records for all harvested units must be provided. Production that is commingled between optional units will cause those units to be combined.

6. Notice of Damage or Loss

In addition to the notices required in section 8 of the general crop insurance policy, in case of damage or probable loss you must give us written notice if you want to harvest the rye for silage or hay. After such notice is given, we will appraise the potential grain production.

If we are unable to do so before harvest, you may harvest the crop provided representative samples are left for appraisal purposes. For purposes of this section and section 8 of the general crop insurance policy the representative sample of the unharvested crop must be at least 10 feet wide and the entire length of the field.

7. Claim for Indemnity

a. The indemnity will be determined on each unit by:

(1) Multiplying the insured acreage by the production guarantee;

(2) Subtracting therefrom the total production of rye to be counted (see subsection 7.b.);

(3) Multiplying the remainder by the price election; and

(4) Multiplying this result by your share.

b. The total production (bushels) to be counted for a unit will include all harvested and appraised production.

(1) Mature rye production which otherwise is not eligible for quality adjustment will be reduced .12 percent for each .1 percentage point of moisture in excess of 16 percent; or

(2) Mature rye production which, due to insurable causes, has a test weight of less than 52 pounds per bushel or, as determined by a grain grader licensed by the Federal Grain Inspection Service or licensed under the United States Warehouse Act, contains: more than 7 percent damaged kernels; more than 25 percent thin rye; or is smutty, garky, or ergoty, will be adjusted by:

(a) Dividing the value per bushel of the insured rye by the price per bushel of U.S. No.

2 rye which does not grade smutty, garlicky, or ergoty; and

(b) Multiplying the result by the number of bushels of such rye. The applicable price for No. 2 rye will be the local market price on the earlier of the day the loss is adjusted or the day the insured rye is sold.

(3) Any harvested production from other volunteer plants growing in the rye will be counted as rye on a weight basis.

(4) Appraised production to be counted will include:

(a) Potential production lost due to uninsured causes and failure to follow recognized good rye farming practices;

(b) Not less than the guarantee for any acreage which is abandoned or put to another use without our prior written consent or damaged solely by an uninsured cause; and

(c) Any unharvested production.

(5) Any appraisal we have made on insured acreage for which we have given written consent to be put to another use will be considered production unless such acreage is:

(a) Not put to another use before harvest of rye becomes general in the county and is reappraised by us;

(b) Further damaged by an insured cause and is reappraised by us; or

(c) Harvested.

8. Cancellation and Termination Dates

The cancellation and termination date for all states is September 30.

9. Contract Changes

The date by which contract changes will be available in your service office is August 15 preceding the cancellation date.

10. Meaning of Terms

a. *Adequate stand* means a sufficient population of plants to produce at least the yield used to determine the guarantee.

c. *Harvest* means combining, threshing, or cutting for hay or silage.

[52 FR 28447, July 30, 1987, as amended at 54 FR 20504, May 12, 1989; 58 FR 33508, June 18, 1993; 60 FR 56934, Nov. 13, 1995]

§ 401.107 Late planting agreement option.

(a) *General*. The provisions contained in the Late Planting Agreement Option, are a duplication of 7 CFR part 400, subpart A, with minor editorial changes to provide compatibility with the General Crop Insurance Regulations (7 CFR part 401), and become effective when elected by producers on the crop insurance endorsements herein which are eligible for the Late Planting Agreement Option.

(b) *Availability of the Late Planting Agreement*. The Late Planting Agreement will be offered under the provisions contained in 7 CFR part 401, within limits prescribed by and in accordance with the Federal Crop Insurance Act, as amended 9 U.S.C. 1501 *et seq.*, only on those crops identified in section 4 of this subpart. All provisions of the applicable endorsement for the insured crop apply, except those provisions which are in conflict with this subpart.

(c) *Definitions*. For the purposes of the Late Planting Agreement Option:

(1) *Final planting date* means the final planting date for the insured crop contained in the actuarial table on file in the service office.

(2) *Late Planting Agreement* means that agreement executed by the final planting date, between the FCIC and the insured whereby the insured elects, and FCIC provides, insurance on acreage planted for up to 20 days after the applicable final planting date. The production guarantee applicable on the final planting date will be reduced on the acreage planted after the final planting date by 10 percent for each 5 days that the acreage is planted after the final planting date.

(3) *Production guarantee* means the guaranteed amount of production under the provisions of the applicable endorsement for crop insurance (sometimes expressed in amounts of insurance).

(d) *Responsibilities of the insured*. The insured is solely responsible for the completion of the Late Planting Agreement Option and for the accuracy of the data provided on that Agreement. The provisions of this subpart do not relieve the insured of any responsibilities under the provisions of the insurance endorsement.

(e) *Applicability to crops insured*. (1) The provisions of this section for insuring crops for the 1995 and subsequent crop years will be applicable only under the following endorsements:

- 401.114 Canning and Processing Tomato Endorsement.
- 401.118 Canning and Processing Bean Endorsement.
- 401.123 Safflower Seed Endorsement.
- 401.126 Onion Endorsement.
- 401.129 Tobacco (guaranteed plan) Endorsement.