

**DEPARTMENT OF AGRICULTURE  
FEDERAL CROP INSURANCE CORPORATION**



**PEANUT  
CROP INSURANCE CORPORATION  
(This is a continuous contract. Refer to Section 15.)**

Agreement to Insure: We will provide the insurance described in this policy in return for the premium and your compliance with all applicable provisions.

Throughout this policy, "you" and "your" refer to the insured shown on the accepted Application and "we," "us" and "our" refer to the Federal Crop Insurance Corporation.

**Terms and Conditions**

**1. Causes of Loss**

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

- (1) adverse weather conditions;
- (2) fire;
- (3) insects;
- (4) plant disease;
- (5) wildlife;
- (6) earthquake;
- (7) volcanic eruption; or
- (8) 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.f(7).

b. We will not insure against any loss of production due to:

- (1) the neglect, mismanagement, or wrongdoing of you, any member of your household, your tenants or employees;
- (2) the failure to follow recognized good peanut farming practices;
- (3) failure to market the peanuts unless such failure is due to actual physical damage from a cause specified in subsection 1.a.;
- (4) the impoundment of water by any governmental, public or private dam or reservoir project; or
- (5) any cause not specified in section 1.a. as an insured loss.

**2. Crop, Acreage, and Share Insured**

a. The crop insured will be peanuts planted for the purpose of digging, maturing, and marketing as farmers' stock peanuts, which are grown on insured acreage and for which a guarantee and premium rate are provided by the actuarial table.

b. The acreage insured for each crop year will be peanuts planted on insurable acreage as designated by the actuarial table and in which you have a share, as reported by you or as determined by us, whichever we elect.

c. The insured share will be your share as landlord, owner-operator, or tenant in the insured peanuts at the time of planting.

d. We do not insure any acreage:

- (1) not planted to a type of peanuts designated as insurable by the actuarial table;
- (2) on which the peanuts were destroyed for the

purpose of conforming with any other program administered by the United States Department of Agriculture;

- (3) if the farming practices carried out are not in accordance with the farming practices for which the premium rates have been established;
- (4) which is irrigated and an irrigated practice is not provided for by the actuarial table unless you elect to insure the acreage as non-irrigated by reporting it as insurable under section 3;
- (5) which is destroyed, it is practical to replant to peanuts, and such acreage is not replanted;
- (6) initially planted after the final planting date contained in the actuarial table, unless you agree in writing on our form to coverage reduction; or
- (7) planted for experimental purposes.

e. If insurance is provided for an irrigated practice:

- (1) you must report as irrigated only the acreage for which you have adequate facilities and water to carry out a good peanut irrigation practice at the time of planting; and
- (2) any loss of production caused by failure to carry out a good peanut irrigation practice, except failure of the water supply from an unavoidable cause occurring after the beginning of planting, will be considered as due to an uninsured cause. The failure or breakdown of irrigation equipment or facilities will not be considered as a failure of the water supply from an unavoidable cause.

f. We may limit the insured acreage to any acreage limitation established under any Act of Congress, if we advise you of the limit prior to planting.

**3. Report of Acreage, Share, Poundage Quota, and Practice  
You must report on our form:**

- a. **all the acreage of peanuts in the county** in which you have a share;
- b. the practice;
- c. your share at the time of planting; and
- d. the effective poundage marketing quota, if any, applicable to the unit for the current crop year as provided under ASCS Peanut Marketing Quota Regulations.

You must designate separately any acreage that is not insurable. You must report if you do not have a share in any peanuts planted in the county. This report must be

submitted annually on or before the reporting date established by the actuarial table. All indemnities may be determined on the basis of information you have submitted on this report. If you do not submit this report by the reporting date, we may elect to determine by unit the insured acreage, share, and practice or we may deny liability on any unit. Any report submitted by you may be revised only upon our approval.

**4. Production Guarantees, Coverage Levels, and Prices for Computing Indemnities**

- a. The production guarantees, coverage levels, and prices for computing indemnities are in the actuarial table.
- b. Coverage level 2 will apply if you have not elected a coverage level.
- c. You may change the coverage level and price election on or before the closing date for submitting applications for the crop year as established by the actuarial table.

**5. Annual Premium**

- a. **The annual premium is earned and payable at the time of planting.** The amount of premium is computed by multiplying the production guarantee for the unit (insured acreage times the applicable production guarantee), which may consist of quota and non-quota (additional) peanuts, times the applicable price election, times the premium rate, times your share at the time of planting, times any applicable premium adjustment percentage for which the insured may qualify as shown on the actuarial table.
- b. Interest will accrue at the rate of one and one-quarter percent (1-1/4%) simple interest per calendar month, or any part thereof, on any unpaid premium balance starting on the first day of the month following the first premium billing date.
- c. If you are eligible for a premium reduction in excess of 5 percent based on your insuring experience through the 1983 crop year under the terms of the Experience Table contained in the peanut policy for the 1984 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 1993 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 1984 policy;
  - (4) Once the loss ratio exceeds .80 no further premium reduction will apply; and
  - (5) Participation must be continuous.

**6. Deductions for Debt**

Any unpaid amount due us may be deducted from any indemnity payable to you, or from a replanting payment if the billing date has passed on the date you are paid the replanting payment, or from any loan or payment due you under any Act of Congress or program administered by the United States Department of Agriculture or its Agencies.

**7. Insurance Period**

**Insurance attaches when the peanuts are planted and ends at the earliest of:**

- a. total destruction of the peanuts;
- b. threshing or removal from the field;
- c. final adjustment of a loss; or
- d. the following dates immediately after planting:

- (1) Duval and La Salle Counties, Texas ----- November 30;
- (2) New Mexico, Oklahoma and all other Texas counties ----- December 31;
- (3) All other states ----- November 30.

**8. Notice of Damage or Loss**

- a. In case of damage or probable loss:
  - (1) You must give us written notice if:
    - (i) you want our consent to replant peanuts damaged due to any insured cause. (To qualify for a replanting payment, the acreage replanted must be at least the lesser of 10 acres or 10 percent of the insured acreage on the unit.);
    - (ii) during the period before threshing, the peanuts on any unit are damaged and you decide not to further care for or thresh any part of them;
    - (iii) you want our consent to put the acreage to another use; or
    - (iv) after consent to put acreage to another use is given, additional damage occurs.
- Insured acreage may not be put to another use** until we have appraised the peanuts and given written consent. We will not consent to another use until it is too late to replant. You must notify us when such acreage is replanted or put to another use.
- (2) You must give us notice at least 15 days before the beginning of harvest if you anticipate a loss on any unit.
- (3) If probable loss is later determined, immediate notice must be given. A representative sample of the unharvested peanuts (at least 10 feet wide and the entire length of the field) must remain unharvested for a period of 15 days from the date of notice, unless we give you written consent to harvest the sample.
- (4) In addition to the notices required by this section, if you are going to claim an indemnity on any unit, we must be given notice **not later than 30 days after the earliest of:**
  - (i) total destruction of the peanuts on the unit;
  - (ii) the completion of harvest or otherwise disposing of the peanuts on the unit; or
  - (iii) the calendar date for the end of the insurance period.

- b. **You may not destroy or replant any of the peanuts on which a replanting payment will be claimed until we give consent.**
- c. **You must obtain written consent from us before you destroy any of the peanuts which are not to be harvested.**
- d. **We may reject any claim for indemnity if any of the requirements of this section or section 9 are not complied with.**

**9. Claim for Indemnity**

- a. Any claim for indemnity on a unit must be submitted to us on our form not later than 60 days after the earliest of:
  - (1) total destruction of the peanuts on the unit;
  - (2) completion of harvest or otherwise disposing of

- the peanuts on the unit; or
- (3) the calendar date for the end of the insurance period.
- b. We will not pay any indemnity unless you:
- (1) establish the total production of peanuts on the unit and that any loss of production has been directly caused by one or more of the insured causes during the insurance period; and
- (2) furnish all information we require concerning the loss.
- c. 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 peanuts to be counted (see section 9f);
- (3) multiplying this remainder applicable to quota and/or non-quota (additional) production by the applicable price election; and
- (4) multiplying this product by your share.
- d. If the information reported by you under section 3 of the policy results in a lower premium than the actual premium determined to be due, the production guarantee on the unit will be computed on the information reported and not on the actual information determined. All production from insurable acreage, whether or not reported as insurable, will count against the production guarantee.
- e. The total production to count will be identified as quota and/or non-quota (additional) production by:
- (1) counting all threshed and appraised production less than or equal to the unit's effective poundage quota as quota production unless the peanuts grade Segregation II or III and their inclusion as quota peanuts is waived by the producer; and
- (2) counting any threshed and appraised production in excess of the unit's effective poundage quota as non-quota (additional) production.
- f. The total production to be counted for a unit will include all threshed and appraised production.
- (1) Threshed production will be the net weight in pounds shown on the United States Department of Agriculture "Inspection Certificate and Sales Memorandum".
- (2) Mature peanut production which is damaged due to insurable causes will be adjusted by:
- (i) dividing the value per pound for the insured type of peanuts by the applicable average price per pound; FCIC will count production against the highest valued peanuts first (based on price election) and the lowest valued peanuts last. FCIC will use the maximum non-quota price election to quality adjust Segregation II and Segregation III non-quota peanuts; and
- (ii) multiplying the result by the number of pounds of such production.
- (3) To enable us to determine the net weight and quality of production of any peanuts for which a United States Department of Agriculture "Inspection Certificate and Sales Memorandum" has not been issued, we must be given the opportunity to have such peanuts inspected and graded before you dispose of them. If you dispose of any production without giving us the opportunity to have the peanuts inspected and graded, the gross weight of such production will be used in determining total production to count unless you submit a marketing record satisfactory to us which clearly shows the net weight and quality of such peanuts.
- (4) Appraised production to be counted will include:
- (i) unharvested production on harvested acreage and potential production lost due to uninsured causes and failure to follow recognized good peanut farming practices;
- (ii) not less than the guarantee for any acreage which is abandoned or put to another use (other than harvest) without our prior written consent or damaged solely by an uninsured cause; and
- (iii) appraised production on all other unharvested acreage.
- (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:
- (i) not put to another use before harvest of peanuts becomes general in the county;
- (ii) harvested; or
- (iii) further damaged by an insured cause before the acreage is put to another use.
- (6) The amount of production of any unharvested peanuts may be determined on the basis of field appraisals conducted after the end of the insurance period.
- (7) If you have elected to exclude hail and fire as insured causes of loss and the peanuts are damaged by hail or fire, appraisals will be made in accordance with Form FCI-78, "Request to Exclude Hail and Fire".
- (8) The commingled production of units will be allocated to such units in proportion to our liability on the harvested acreage of each unit.
- g. A replanting payment may be made on any insured peanuts replanted after we have given consent and the acreage replanted is at least the lesser of 10 acres or 10 percent of the insured acreage for the unit.
- (1) No replanting payment will be made on acreage:
- (i) on which our appraisal exceeds 90 percent of the guarantee;
- (ii) initially planted prior to the date we determine reasonable; or
- (iii) on which a replanting payment has been made during the current crop year.
- (2) The replanting payment per acre will be your actual cost per acre for replanting but will not exceed \$80.00 per acre, multiplied by your share.
- If the information reported by you results in a lower premium than the actual premium determined to be due, the replanting payment will be reduced proportionately.
- h. You must not abandon any acreage to us.
- i. You may not bring suit or action against us unless you have complied with all policy provisions. If a claim is denied, you may sue us in the United States District

Court under the provisions of 7 U.S.C. 1508(f). You must bring suit within 12 months of the date notice of denial is mailed to and received by you.

- j. We will pay the loss within 30 days after we reach agreement with you or entry of a final judgment. In no instance will we be liable for interest or damages in connection with any claim for indemnity, whether we approve or disapprove such claim.
- k. If you die, disappear, or are judicially declared incompetent, or if you are an entity other than an individual and such entity is dissolved after the peanuts are planted for any crop year, any indemnity will be paid to the person(s) we determine to be beneficially entitled thereto.
- l. If you have other fire insurance, fire damage occurs during the insurance period, and you have not elected to exclude fire insurance from this policy, we will be liable for loss due to fire only for the smaller of:
  - (1) the amount of indemnity determined pursuant to this contract without regard to any other insurance; or
  - (2) the amount by which the loss from fire exceeds the indemnity paid or payable under such other insurance.

For the purposes of this section, the amount of loss from fire will be the difference between the fair market value of the production on the unit before the fire and after the fire.

#### 10. Concealment or Fraud

We may void the contract on all crops insured without affecting your liability for premiums or waiving any right, including the right to collect any amount due us if, at any time, you have concealed or misrepresented any material fact or committed any fraud relating to the contract, and such voidance will be effective as of the beginning of the crop year with respect to which such act or omission occurred.

#### 11. Transfer of Right to Indemnity on Insured Share

If you transfer any part of your share during the crop year, you may transfer your right to an indemnity. The transfer must be on our form and approved by us. We may collect the premium from either you or your transferee or both. The transferee will have all rights and responsibilities under the contract.

#### 12. Assignment of Indemnity

You may assign to another party your right to an indemnity for the crop year, only on our form and with our approval. The assignee will have the right to submit the loss notices and forms required by the contract.

#### 13. Subrogation (Recovery of Loss From a Third Party)

Because you may be able to recover all or a part of your loss from someone other than us, you must do all you can to preserve any such rights. If we pay you for your loss then your right of recovery will at option belong to us. If we recover more than we paid you plus our expenses, the excess will be paid to you.

#### 14. Records and Access to Farm

You must keep, for two years after the time of loss, records of the harvesting, storage, shipment, sale or other disposition of all peanuts produced on each unit including separate records showing the same information for production from any uninsured acreage. Any persons designated by us will have access to such records and the farm for purposes related to the contract.

#### 15. Life of Contract: Cancellation and Termination

- a. **This contract will be in effect for the crop year specified on the application and may not be canceled by you for such crop year. Thereafter, the contract will continue in force for each succeeding crop year unless canceled or terminated as provided in this section.**
- b. This contract may be canceled by either you or us for any succeeding crop year by giving written notice on or before the cancellation date preceding such crop year.
- c. This contract will be canceled if you do not furnish satisfactory records of the previous year's production to us on or before the cancellation date. If the insured, prior to the cancellation date, shows, to our satisfaction, that records are unavailable due to conditions beyond the insured's control, such as fire, flood or other natural disaster, the Field Actuarial Office may assign a yield for that year. The assigned yield will not exceed the ten-year average.
- d. This contract will terminate as to any crop year if any amount due us on this or any other contract with you is not paid on or before the termination date preceding such crop year for the contract on which the amount is due. The date of payment of the amount due:
  - (1) if deducted from an indemnity will be the date you sign the claim; or
  - (2) if deducted from payment under another program administered by the United States Department of Agriculture will be the date both such other payment and setoff are approved.
- e. The cancellation and termination dates are:

<u>State and County</u> Dual and La Salle Counties, Texas	<u>Cancellation and Termination Dates</u>  February 15
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New Mexico; Oklahoma; Brown, Baylor, Callahan, Collingsworth, Commanche, Dallam, Eastland, Erath, Gaines, Garza, Hood, Jones, Montague, Motley, Palo Pinto, Parker, Somervell, and Stonewall Counties, Texas; and Virginia	April 15
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All other Texas counties and all other states	March 31
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- f. If you die or are judicially declared incompetent, or if you are an entity other than an individual and such entity is dissolved, the contract will terminate as of the date of death, judicial declaration, or dissolution. If such event occurs after insurance attaches for any crop year, the contract will continue in force through the crop year and terminate at the end thereof. Death of a partner in a partnership will dissolve the partnership unless the partnership agreement provides otherwise. If two or more persons having a joint interest are insured jointly, death of one of the persons will dissolve the joint entity.
- g. The contract will terminate if no premium is earned for three consecutive years.

## 16. Contract Changes

We may change any of the terms and provisions of the contract from year to year. If your price election at which indemnities are computed is no longer offered, the actuarial table will provide the price election which you are deemed to have elected. All contract changes will be available at your service office by December 31 preceding the cancellation date for counties with a April 15 cancellation date and by November 30 preceding the cancellation date for all other counties. Acceptance of any changes will be conclusively presumed in the absence of any notice from you to cancel the contract.

## 17. Meaning of Terms

For the purposes of peanut crop insurance:

- a. **Actuarial table** - The forms and related material for the crop year approved by us which are available for public inspection in your service office, and which show the production guarantees, coverage levels, premium rates, prices for computing indemnities, practices, insurable and uninsurable acreage, and related information regarding peanut insurance in the county.
- b. **ASCS** - The Agricultural Stabilization and Conservation Service of the United States Department of Agriculture.
- c. **Average price per pound** -
  - (1) The average Commodity Credit Corporation (CCC) price support per pound, by type, for Segregation I, Segregation II and III peanuts eligible to be valued as quota peanuts; or
  - (2) The highest non-quota price election provided by us for all CCC non-quota (additional) Segregation II and III peanuts.
- d. **Average price support per pound** - The average price support level per pound by type for quota peanuts as announced by the United States Department of Agriculture under the peanut price support program.
- e. **County** - The county shown on the application and:
  - (1) any additional land located in a local producing area bordering on the county, as shown by the actuarial table; and
  - (2) any land identified by an ASCS farm serial number for the county but physically located in another county.
- f. **Crop year** - The period within which the peanuts are normally grown and will be designated by the calendar year in which the peanuts are normally harvested.
- g. **Effective poundage marketing quota** - The farm marketing quota as established and recorded by ASCS.
- h. **Harvest** - The completion of combining or threshing of peanuts.
- i. **Insurable acreage** - The land classified as insurable by us and shown as such by the actuarial table.
- j. **Insured** - The person who submitted the application accepted by us.
- k. **Loss ratio** - The ratio of indemnity to premium.
- l. **Person** - An individual, partnership, association, corporation, estate, trust, or other business enterprise or legal entity, and wherever applicable, a State, a political subdivision of a State, or any agency thereof.
- m. **Replanting** - Performing the cultural practices necessary to replant insured acreage to the same crop.
- n. **Replant payment** - That payment made to the insured in accordance with the provisions of section 9 of this policy which is subject to offset for premium owed.

- o. **Service office** - The office servicing your contract as shown on the application for insurance or such other approved office as may be selected by you or designated by us.
- p. **Tenant** - A person who rents land from another person for a share of the peanuts or a share of the proceeds therefrom.
- q. **Unit** - All insurable acreage of peanuts in the county in which you have an insured share on the date of planting for the crop year and which is identified by a single ASCS farm serial number at the time insurance first attaches under this policy for the crop year. Units will be determined when the acreage is reported. We may reject or modify any ASCS reconstitution for the purpose of unit definition if the reconstitution was in whole or part to defeat the purpose of the Federal Crop Insurance Program or to gain disproportionate advantage under this policy. Errors in reporting units may be corrected by us when adjusting a loss.
- r. **Value per pound** - The "value per pound including loose shell kernels", as shown on the United States Department of Agriculture "Inspection Certificate and Sales Memorandum," except for Segregation II, III and non-quota (additional) peanuts for which the value per pound will be determined by us.
- s. **Written agreement** - An agreement in writing between you and us which is in accordance with FCIC policy.

## 18. Descriptive Headings

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

## 19. Determinations

All determinations required by the policy will be made by us. If you disagree with our determinations, you may obtain reconsideration of or appeal those determinations in accordance with Appeal Regulations.

## 20. Notices

**All notices required to be given by you must be in writing and received by your service office within the designated time unless otherwise provided by the notice requirement. Notices required to be given immediately may be by telephone or in person and confirmed in writing. Time of the notice will be determined by the time of our receipt of the written notice.**

## 21. Written Agreements

If provided for under the terms and conditions of the policy, written agreements between FCIC and the policyholder will be in accordance with the provisions of official procedures issued by FCIC.