



HEMP CROP INSURANCE PROGRAM

2023 CROP YEAR GROWER TRAINING



April 2023

This presentation is for training purposes only and does not supersede



History of Program

- Agricultural Act of 2014 (aka 2014 Farm Bill) allowed legal pilot research programs to be administered by:
 - State Department of Agriculture; or
 - Universities.
- Agricultural Act of 2018 (aka 2018 Farm Bill)
 - Removed hemp from schedule I of Controlled Substance Act;
 - Blocked prohibition of interstate transportation;
 - Provided hemp may be grown in accordance with:
 - A USDA-approved State or Tribal plan; or
 - The 2014 Farm Bill (until Jan. 1, 2022).



Training Module

- The purpose of this webinar is to provide an overview of the Hemp APH Insurance Program for hemp growers.
- We will cover content from the:
 - Crop Provisions (CP);
 - Special Provisions (SP);
 - Crop Insurance Standards Handbook (CISH); and
 - Loss Adjustment Standards Handbook (LASH).
- All policy documents are available at: rma.usda.gov
- The content of this webinar does not supersede policy provisions and is for informational purposes only.

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Program Developer



AgriLogic Consulting (Program Developer)

- Agricultural economic and insurance consulting firm
- Over 250 years combined experience in crop insurance program development, expert review, and administration
- Successful track record of developing and maintaining a broad array of sound risk management tools and insurance programs to the American agricultural producer



NATIONAL HEMP
ASSOCIATION

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Challenges to Program Development

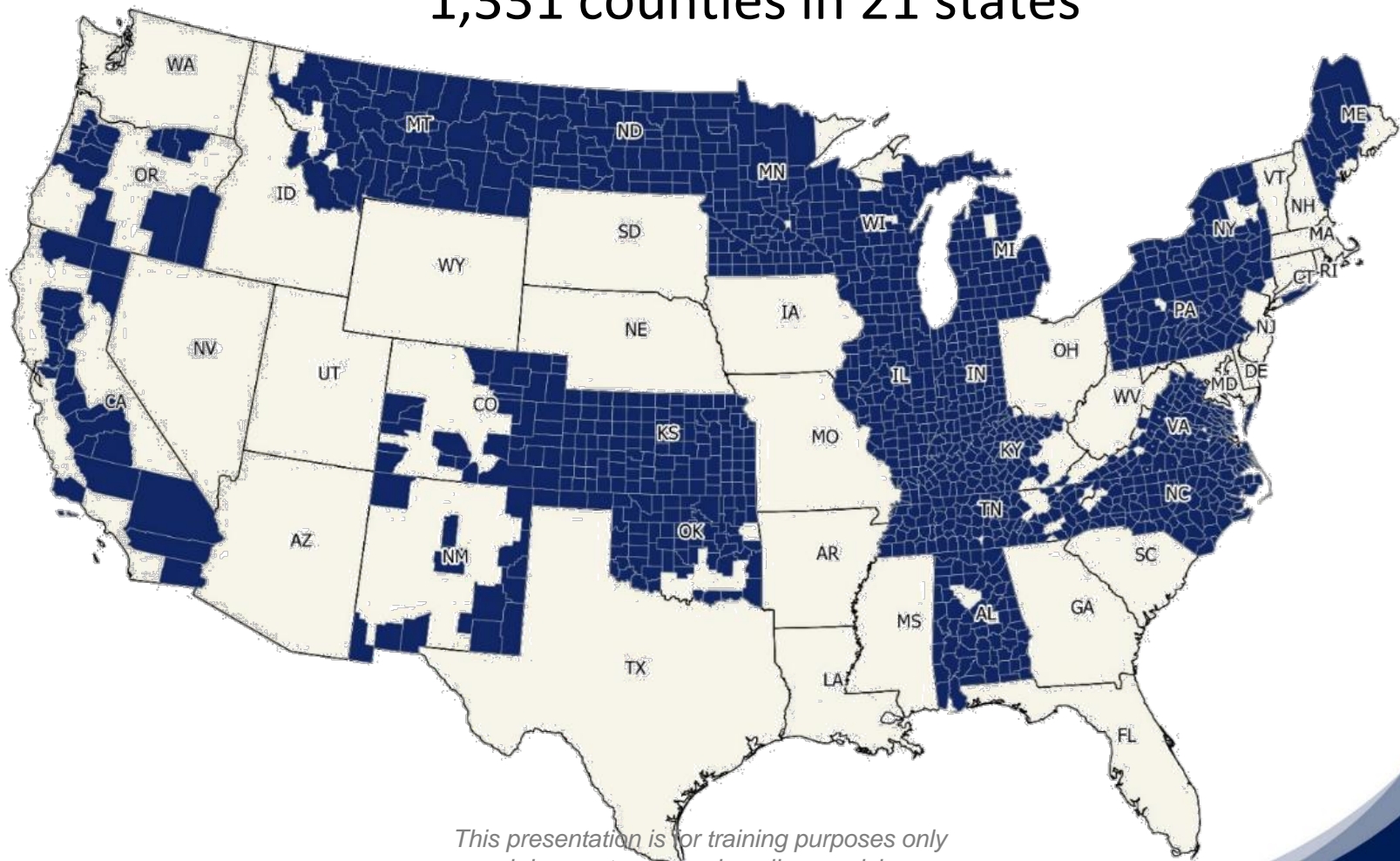
- Multiple end uses
- Evolving industry with experimental:
 - Varieties
 - Production practices
 - Harvest and drying methods
- Lack of standardization within the industry & regulators
- Availability of data used to establish:
 - Rates
 - County T-yields
 - Prices

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2020 Program Counties

1,331 counties in 21 states

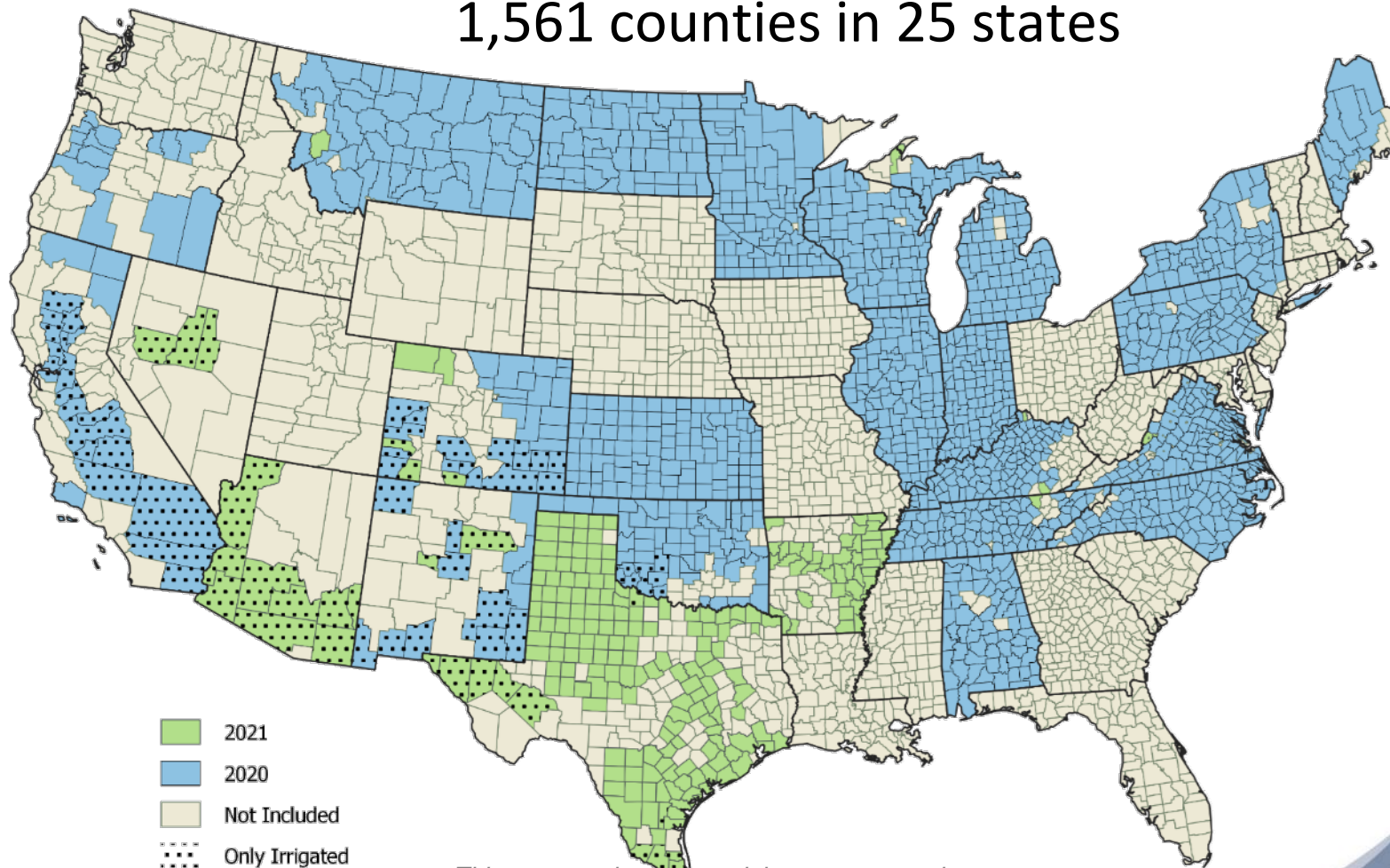


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2021 Expansion

1,561 counties in 25 states



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Hemp Crop Insurance Program

- Actual Production History (APH)
 - Yield-based crop insurance program
 - Covers reduced yield due to covered perils
 - Coverage against standard causes of loss
- Program design resembles those currently offered for similar crops with multiple end-uses (i.e. corn & sunflower)



Hemp Crop Insurance Program



Objective:

- Improve and maintain a crop insurance program that provides coverage against natural causes of loss.
- Can be enhanced as commercial hemp industry develops.



Sales Closing Dates

State	Sales Closing Date	Production Reporting Date
Texas ¹	1/31	3/17
Alabama, Arizona, Arkansas, California ¹ , Nevada, North Carolina, Texas ¹	2/28	4/14
California ¹ , Colorado, Illinois, Indiana, Kansas, Kentucky, Maine, Michigan, Minnesota, Montana, New Mexico, New York, North Dakota, Oklahoma, Oregon, Pennsylvania, Tennessee, Virginia, Wisconsin, Texas ¹	3/15	4/29
¹ California and Texas county dates are dependent on geographical location.		



Acreage Reporting Dates

State	Acreage Reporting Date
Colorado, Illinois, Indiana, Maine, Michigan, Minnesota, Montana, Nevada, North Dakota, New York, Oregon, Pennsylvania, Wisconsin	7/15
Alabama, Arizona, Arkansas, California, Kansas, Kentucky, New Mexico, North Carolina, Oklahoma, Tennessee, Texas, Virginia	7/31



Acreage Reporting Date (ARD)

6(a)(2) of the Basic Provisions (BP) allows for the extension of ARDs for all crops with final planting dates (FPD) on or after 12/31 but before 8/15 to the latest ARD.

The hemp ARD is not considered when determining the latest ARD.

Example: A producer in Kentucky insures corn, soybeans & hemp. The ARD for:

- Corn & soybeans will be 7/15.
- Hemp will be 7/31.



Other Important Dates

- Termination Date: 1/15, 2/28 or 3/15
- Final Planting Date: 6/15 to 7/20
(Specific by Region & Type)
- Premium Billing: 8/15
- End of Insurance Period Date: 10/31
- Contract Change Date: 11/30



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Hemp Definition – Crop Provisions



Raw Hemp Straw

Hemp - The plant species Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis.



Hemp Definition – SP Statement

Special Provision (SP) Statement:

In accordance with the definition of hemp and section 10(b)(1) contained in the Hemp Crop Provisions, the maximum acceptable hemp THC level will be the lesser of:

- 1) 0.3 percent, allowing for the measurement of uncertainty provided by the testing laboratory; or*
- 2) the acceptable level of the applicable governing authority (State or Tribe) in which the insured crop is grown, allowing for the measurement of uncertainty provided by the testing laboratory.*

Cont'd.

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Hemp Definition – SP Statement

(Continued)

The maximum acceptable hemp THC level and measurement of uncertainty are established in accordance with the Agriculture Improvement Act of 2018, with Agricultural Marketing Service Interim Final Rule 84 FR 58522, with Agricultural Marketing Service Final Rule 86 FR 5596, and any subsequent regulations, and with any other applicable Federal regulations. If the test results provided by the testing laboratory do not include a measure of uncertainty, the measurement of uncertainty will be considered zero percent (0.000%).



Important Definitions

- **Governing authority** – *A state or tribal governing agency or other Federal government agency (excluding the Farm Service Agency) with authority to permit the production of hemp.*
- **Harvest** – *Combining or threshing of the insured crop for grain or cutting the insured crop for fiber or CBD. A grain crop which is swathed prior to combining or a fiber crop cut for the purpose of retting and is not baled will not be considered harvested.*
- **Retting** – *The process for separating the different fibers of the hemp plant and involves leaving the crop in the field to allow decomposition.*



Types & Practices

Type	Practices		
CBD	Transplant	Floral ¹	Irrigated Irrigated Organic Certified Irrigated Organic Transitional Non-Irrigated Non-Irrigated Organic Certified Non-Irrigated Organic Transitional
		Whole Plant ²	
	Direct Seeded	Floral ¹	
		Whole Plant ²	
Fiber			
Grain			

¹Floral means CBD biomass consisting of all parts of the hemp flower and any parts of the plant six inches below the base of the flower.

²Whole plant means CBD biomass consisting of all parts of the hemp plant including the stalks, stems, leaves and flowers.



Coverage Levels

- Coverage Levels from 50% to 75%.
- Separate coverage levels by type allowed if elected on the application by the SCD.
- CAT available (50% coverage level @ 55% price). If elected, CAT will apply to all types.
- Coverage Level by Irrigation Practice (LP) not available.



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Established Price



HempWood Raw Boards

Price used to determine the amount of loss payable.

Use of contract prices not allowed.

- Crop Provisions do **not** provide for use of contract prices.
- Contract Price Addendum (CPA) is not available.



Loss Example – Grain Type

Cause of Loss = Drought

Price Election = \$ 0.58 @ 100%

Insured Acres = 50

Production to Count = 40,000 lbs. harvested

Approved Yield = 1,200 lbs.

Coverage Level = 75%

Share of the Crop = 80%

Value of Production Guarantee (1,200 X 75% X \$0.58 X 50)	\$26,100
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Value of Production to Count (40,000 X \$0.58)	\$23,200
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Total Amount of Loss (\$26,100 - \$23,200)	\$2,900
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Multiplied by 80% Share	\$2,320
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Unit Structure

- Unit structure impacts both premium and indemnity calculation.
- The following will **not** be available:
 - Whole Farm Units;
 - EU by irrigation practice; or
 - Multi-county EU.
- Written Unit Agreements (WUA) are not allowed as the policy does not allow for written agreements.



Unit Structure

- Basic Units – determined by shareholder arrangement.
- Optional Units – Basic units divided into smaller parcels by:
 - Section;
 - Section equivalents;
 - Farm Number (FN);
 - Unit Division Option (UDO) for section equivalent purposes;
 - Irrigation and/or Organic practice (Availability depends on location)



Unit Structure

- Enterprise Units – all acres of hemp in the county. To qualify, there must be:
 - Planted acres in at least 2 or more of the basis for optional units (section, section equivalent, etc.); and
 - At least 2 of the sections, etc. must have planted acreage that constitutes at least the lesser of 20 acres or 20% of the insured acres.

Covered Causes of Loss

- Adverse Weather Conditions (excess moisture, hail, wind, etc.);
- Fire (e.g. lightning);
- Insects (but not damage due to insufficient or improper application of pest control measures);
- Plant disease (but not damage allowed because of insufficient or improper application of disease control measures);
- Wildlife;
- Earthquake;
- Volcanic eruption; or
- Failure of irrigation water supply due to insurable causes.

Causes of Loss - NOT Covered

The policy does **not** insure loss of production due to:

- Levels of THC in excess of defined limits;
- Failure to follow requirements in processor contract;
- Harvested production infected by mold, yeast, fungus, or other microbial organisms;
- Inability to market the crop for any reason other than actual insurable damage; for example: quarantine, boycott, processor contract default or cancellation, or any person's refusal to accept the production unless due to insurable cause of loss.

Miscellaneous Policy Provisions

The policy does **not** provide for:

- Replant payments;
- Late Planting;
- Prevented Planting;
- Written Agreements; or
- Loss of quality (i.e. CBD concentration, processor grain quality factors, etc.).



Insurability – You

- Must be licensed by the governing regulatory authority; and (e.g. state, tribe or USDA).
- Must provide evidence with the application that the insured, or a person with a substantial beneficial interest when the insured is a partnership, corporation, etc., has produced hemp in any previous year. Acceptable evidence is limited to:
 - FSA records; or
 - THC testing records from governing authority if FSA record is not available.

Insured Crop

All hemp in the county grown on insurable acreage:

- In which the grower has a share;
- That is an insurable type of hemp grown for production of industrial & consumer products;
- Grown under valid processor contract executed by ARD;

Cont'd.

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Insured Crop - Processor

Processor – *Any business enterprise regularly engaged in processing hemp that possesses all licenses and permits for processing hemp required by the applicable governing authority in the state in which it operates, and that possesses facilities, or has contractual access to such facilities with enough equipment to accept and process contracted hemp within a reasonable amount of time after harvest.*

Insured Crop - Processor Contract

Processor contract – *A legal written agreement executed between the producer and processor engaged in the production and processing of hemp containing at a minimum:*

- *The producer's promise to plant and grow hemp and to deliver hemp to the processor;*
- *The processor's promise to purchase all hemp production stated in the processor contract that does not contain any limitations, exceptions, or exclusions regarding hemp production the processor will accept under the contract;*
- *A base contract price, or method to derive a value that will be paid to the producer for the production as specified in the processor's contract.*



Insured Crop - Processor Contract

The processor is required to accept all contracted hemp; however, the contract may:

- *Stipulate levels of quality and associated prices that apply; and*
- *Provide specific quality standards for acceptance related to damage, contamination, exposure to prohibited substances, foreign material, excess moisture and similar conditions.*

The contract cannot limit, except, or exclude any hemp production for any other reason.



Insured Crop – Processor Contract

Grain Type Only:

For hemp of the grain type, a legal written agreement executed between the producer and broker containing all the elements of a processor contract will also be considered a processor contract.

Cont'd.



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Insured Crop - Processor Contract

A producer who grows and processes their crop (also referred to as a vertically integrated (VI) producer) may be insurable if the following conditions are met:

- The processor has an insurable interest in the hemp crop;
- The processor complies with the Crop Provisions;
- Prior to SCD, Board of Directors or officers adopt a corporate resolution containing the same terms as a processor contract. The resolution will be considered a contract under the policy; and
- insurance company inspection determines the processing facilities comply with the definition of a processor.

Standard production record requirements for VI growers apply.

Cont'd.

Insured Crop (cont'd.)

- Licensed & meets regulatory requirements of the governing regulatory authority;
- Planted for harvest as hemp in accordance with processor contract;
- Is an adapted variety to the area
 - Contained in a list of approved varieties issued by the applicable governing authority, if available;
 - Included in processor contract & not prohibited by the applicable governing authority; and
 - Not otherwise contained in a list of excluded varieties issued by the applicable governing authority, if available.



Insured Crop (cont'd.)

- Meets policy minimum acreage requirements by type as stated in SP:
 - CBD types: 5 insurable acres
 - Grain & Fiber types: 20 insurable acres
 - On a type basis, not on a unit basis.

Type	Practice	Location	Insurable Acres	Total Acres for Type	Type Meets Minimum?
CBD	Transplant Floral IR	5-2N-3W	1		
CBD	Direct Seeded Floral IR	18-2N-3W	3		
CBD	Direct Seeded Whole Plant NI	15-5S-6E	2	6	Yes
Grain	IR	23-2N-3W	10		
Grain	NI	1-5S-6E	8	18	No

IR – Irrigated NI – Non-Irrigated

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Insured Crop (cont'd.)

- That is **not**:
 - Planted for any purpose other than hemp;
 - Interplanted with another crop;
 - Planted into an established grass or legume;
 - Planted in a confined space such as a greenhouse or other physical structure (no coverage for seedlings or clones until transplanted in the field); or
 - Planted after the Final Planting Date (no late planting period).



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Insurable Acreage

Acreage is uninsurable if the:

- Following crops were planted on the acreage in the previous crop year:

Cannabis, Canola, Dry Beans, Dry Peas, Mustard, Rapeseed, Soybeans, or Sunflowers;

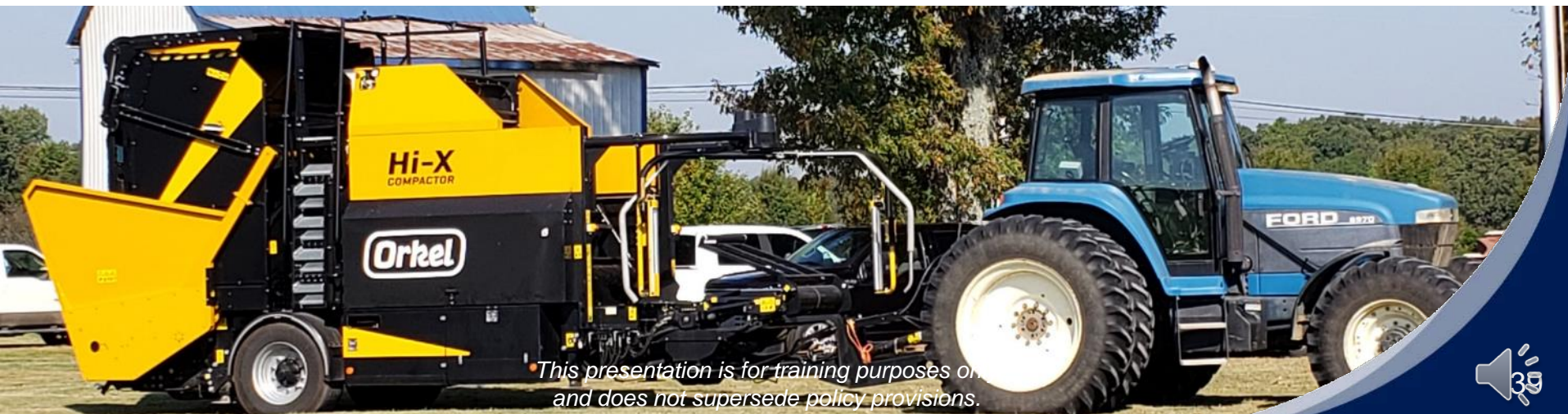
(Soybeans may be excluded in some counties)

- Certification or license is terminated, suspended or ceases to be in effect during crop year (all acreage considered uninsured, no premium or indemnity is due for any acreage of the crop); or

Insurable Acreage

Acreage is uninsurable if the:

- Crop is damaged prior to FPD and not replanted when practical to replant.
- Insurable acreage for the unit is limited by the amount of acreage covered under the processor contract.



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Insurable Acreage

CBD Direct Seeded type and practice only:

Insurance does not attach until the AIP has inspected the acreage and determined there is an adequate stand, defined as a minimum of 1,200 plants per acre that are:

- At least 2" in height; and
- The first true leaf pair after the cotyledon has emerged.



Insurable Acreage

CBD Direct Seeded type and practice only:

- You must notify your agent when you begin planting to provide time to schedule an inspection.
- If the crop is damaged prior to the inspection:
 - You must notify your agent within 24 hours of the damage.
 - The insurance company will inspect the acreage and if:
 - Can determine there was an adequate stand, the acreage is considered insurable.
 - Cannot determine there was an adequate stand, the acreage is considered uninsurable.
- Acreage not inspected by the Acreage Reporting Date is reported as uninsurable.



Insurable Acreage

Special Provisions statement prohibits Following Another Crop (FAC) practice.

Insurance shall not attach or be considered to have attached to a planted crop on acreage from which, in the same calendar year:

- 1. A perennial hay crop was harvested; or*
- 2. A crop (other than a cover crop) reached the headed or budded stage prior to termination, regardless of the percentage of plants that reached the headed or budded stage.*

Termination means growth has ended. A cover crop is one that meets the criteria outlined in the Special Provisions.



Acreage Reporting

- Must report on or before Acreage Reporting Date (ARD):
 - Land identifier in 6(c) of Basic Provisions (*e.g., legal description, FSA farm number or common land unit number if provided to you by FSA, etc.*), including GPS coordinates; and
 - Official license or official certification number.
- Must submit copies on or before ARD of:
 - Official certification form or official license; and
 - Processor contract(s).



Actuarial Maps

- Any acreage designated as high risk (AAA, BBB, etc.) will be uninsurable;
- Land flooded due to a breach in the levee resulting from prior year(s) flooding is uninsurable.



Production Reporting

For production recording purposes the following are considered acceptable production records:

- Hemp that has been sold (all types) requires verifiable production evidence from a disinterested 3rd party.
- Farm stored hemp must be measured by your Approved Insurance Provider (AIP) or FSA.
- Farm stored grain and fiber may be measured by you for production reporting purposes only. In the event of a loss, it must be measured by a loss adjuster.



Production Reporting – VI Growers

- If records from disinterested 3rd party are not available, Vertically Integrated producers may use:
 - Certified scale weight records; or
 - Tax records.
- Additional documentation may be required for VI insureds who process crop from other growers in addition to their own.

Make sure you discuss reporting requirements with your crop insurance agent.

BFR / VFR

- All Beginning/Veteran Farmer and Rancher qualifications and benefits are available including:
 - Waiver of the administrative fee;
 - Additional premium subsidy; and
 - Use of another person's production history;
- The increase in the Yield Substitution (YA) percentage provided under BFR/VFR benefits is not applicable as YA is not available for hemp.



Approved Yield Determination

- Unit of measure is dry pounds (lbs.) of:
 - CBD: floral material or whole plant
 - Fiber: stalks
 - Grain: grain
- Minimum of 4 years, maximum of 10 years of history.
- APH databases with less than 4 years of actual yields will be established using variable T-yield procedures.
- New Producer providing for 100% of the county T-yield procedures do not apply.



Variable T-Yield

- Transitional yield (t-yield): yield used when you have less than 4 years of actual history.
- Variable t-yield: % of the county t-yield based upon the # of years of history you have provided for the crop.
 - S: 65%
 - E: 80%
 - N: 90%
 - T: 100%



Variable T-Yield

0 Year of Records

2019	65% of T-Yield
2020	65% of T-Yield
2021	65% of T-Yield
2022	65% of T-Yield

1 Year of Records

2019	80% of T-Yield
2020	80% of T-Yield
2021	80% of T-Yield
2022	Actual Yield

2 Years of Records

2019	90% of T-Yield
2020	90% of T-Yield
2021	Actual Yield
2022	Actual Yield

3 Years of Records

2019	100% of T-Yield
2020	Actual Yield
2021	Actual Yield
2022	Actual Yield

Approved Yield Determination

The following yield enhancing options and features are **not** available:

- Trend Adjusted APH (TA)
- Yield Substitution (YA)
- Yield Cup (YC)
- Yield Exclusion (YE)
- Yield Floor



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Approved Yield Determination

Any crop damage/loss due to THC concentrations in excess of acceptable levels is:

- Considered an uninsurable cause of loss; and
- Recorded in the APH database as an actual yield of zero and will be included in the determination of your approved yield in future years.



Approved Yield Determination

No Years of "Hot" Hemp				
Year	Production	Acres	Yield	Desc.
2019	10,000	10	1,000	A
2020	20,000	20	1,000	A
2021	15,000	15	1,000	A
2022	25,000	25	1,000	A
Approved Yield			1,000	



1 Year of "Hot" Hemp				
Year	Production	Acres	Yield	Desc.
2019	10,000	10	1,000	A
2020	20,000	20	1,000	A
2021	0	15	0	A
2022	25,000	25	1,000	A
Approved Yield			750	

Duties in Event of Loss

In addition to standard procedures (e.g. timely Notice of Loss, protect the crop from further damage, etc.), you must:

- Provide copy of your license or certification;
- Provide notice within 72 hours of suspension or termination of your license or certification; and
- Provide the results of THC tests from the applicable governing authority within 72 hours of notification.



Another Use or Abandonment

If the you intend to put the crop to another use, harvest is for a different type of practice (e.g. insured CBD Floral to be harvested as CBD Whole Plant) or abandon the crop:

- You must notify your insurance company;
- The insurance company will appraise the crop and the appraised production will be:
 - Used to determine the amount of loss, if applicable; and
 - The yield reported on your production report the following year and included in the calculation of future approved yields.
 - Determined from representative samples if agreement can't be reached on appraised amount.



Insured Loss (Crop not Harvested)

In the event an insurable cause of loss damages the crop to the extent that it will not be harvested, the insurance company will determine an appraised yield that will be:

- Used to determine the amount of loss, if applicable; and
- The yield reported on your production report the following year and included in the calculation of future approved yields.



Insured Loss (Crop not Harvested)

Appraisal Methods

Stand Reduction (Grain, Fiber, & CBD Direct Seeded)	for planted acreage with no emerged seed, and to appraise plants in the vegetative stage.
Stand Reduction (CBD Transplant)	to appraise plants from the time of transplanting until the crop is harvested or removed from the field.
Plant Damage (All Insurable Types)	to appraise plants that are damaged in the vegetative or reproductive stage.
Seed Count (Grain)	to appraise plants when the seeds have reached maturity.



Insured Loss (THC Known Prior to Harvest)

- If the crop is damaged during the insurance period by an insured cause of loss and the THC levels are known prior to harvest and are:
 - **At or below** acceptable levels, the harvested production will be:
 - Used to determine the amount of loss; and
 - The yield used in the calculation of future approved yields.
 - **Above** acceptable levels, you must notify your insurance company for a pre-harvest appraisal prior to destruction of the crop
 - The appraised yield will be used to determine the loss due to insurable causes; and
 - A zero yield will be used in the calculation of future approved yields.
 - Failure to notify the insurance company prior to destruction may result in no indemnity paid.



Insured Loss (THC Known Prior to Harvest)

Crop Damaged by Insured Cause of Loss During Insurance Period THC Results from Governing Authority Received Prior to Harvest

THC Test Results Available:	THC Levels Are:	Crop is:	In Addition to NOL, Insured:	Production To Count for Claim:	Following CY APH Database Yield:
Prior to harvest	\leq acceptable limit	Harvested	Notification prior to harvest not required	Harvested production	Harvested Production
Prior to harvest	$>$ acceptable limit	Destroyed	Notified AIP of THC in excess of limits	AIP appraisal	Zero
Prior to harvest	$>$ acceptable limit	Destroyed	Did not notify AIP of THC in excess of limits	Production Guarantee (no indemnity due)	Zero

Insured Loss (THC Unknown at Harvest)

- If the crop is damaged during the insurance period by an insured cause of loss and you intend to harvest the crop prior to receiving the THC test results, you must:
 - Notify your insurance company, who may elect to inspect the crop; and
 - Receive consent from the insurance company to harvest.

Failure to notify your insurance company may result in no indemnity due!



Insured Loss (THC Unknown at Harvest)

- If you harvest the crop and the THC level is **at or below** acceptable levels, regardless of whether you received AIP consent to harvest, your harvested production will be:
 - Used to determine the amount of loss; and
 - Reported on your production report the following year and included in the calculation of future approved yields.



Insured Loss (THC Unknown at Harvest)

- If you harvest the acreage without AIP consent and the crop tests **above** the acceptable THC levels requiring destruction of the crop, the acreage is considered destroyed without consent and:
 - No indemnity will be due; and
 - A yield of zero will be reported on your production report the following year and included in the calculation of future approved yields.



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Insured Loss (THC Unknown at Harvest)

Crop Damaged by Insured Cause of Loss During Insurance Period THC Results Not Received Prior to Harvest

THC Levels Are:	Disposition of Crop	In Addition to NOL, Insured:	Production To Count for Claim:	Following CY APH Database Yield:
≤ acceptable limit	Harvested	Notified AIP & received consent to harvest	Harvested production	Harvested production
≤ acceptable limit	Harvested	Did not notify AIP	Harvested production	Harvested production
> acceptable limit	Harvested & Destroyed	Notified AIP & received consent to harvest.	Harvested Production ¹	Zero
> acceptable limit	Harvested & Destroyed	Did not notify AIP	Production Guarantee (no indemnity due)	Zero

¹Provided AIP is notified prior to destruction and able to determine the amount of production prior to destruction

Insured Loss (THC Unknown at Harvest)

- If the crop is damaged during the insurance period by an insured cause of loss and the acreage is **not** required to be tested by the governing authority, you must:
 - Notify the AIP who may elect to inspect the crop; and
 - Receive consent from the AIP to harvest.
 - Failure to do so may result in destroyed without consent procedures if the crop must be destroyed at a later date due to excessive THC levels.



Insured Loss (THC Unknown at Harvest)

Crop Damaged by Insured Cause of Loss During Insurance Period Not Required to be Tested by Governing Authority Processor Rejects Production Due to THC Levels Above Acceptable Levels

Disposition of Crop	In Addition to NOL, Insured:	Production To Count for Claim:	Following CY APH Database Yield:
Harvested	Notified AIP & received consent to harvest.	1. 3 rd Party Production Record, then 2. Pre-Harvest Appraisal, then 3. Production Guarantee (no indemnity due).	Zero
Harvested	Did not notify AIP	Production Guarantee (no indemnity due)	Zero



Harvested Production Determination

Procedures to determine harvested production in a loss situation include:

- Delivery / sales records from the processor;
- Measurement by a loss adjuster of harvested production stored on the farm.



Photo Source: Stock XCHNG, Case IH, USDA ARS



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