



FIRST CROP SECOND CROP GUIDELINES

Definitions

First Insured Crop - With respect to a single crop year and any specific crop acreage, the first instance that an agricultural commodity is planted 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 insured, it would be the first insured crop.

Representative Sample – Portions of the insured crop that must remain in the field for examination and review by the AIP's loss adjuster when making a crop appraisal, as specified in the CP. In certain instances, the AIP may allow the insured to harvest the crop and require only that samples of the crop residue be left in the field.

Representative Strips (Sample) – Strips of the unharvested crop that the insured is required, in accordance with policy provisions, to leave if damage is initially discovered within 15 days of or during harvest.

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.

A cover crop, planted after a first insured crop and planted for the purpose of haying, grazing or otherwise harvesting in any manner or that is hayed or grazed during the crop year, or that is otherwise harvested is considered to be a second crop. A cover crop that is covered by FSA's NAP or receives other USDA benefits associated with forage crops will be considered as planted for the purpose of haying, grazing or otherwise harvesting.

A crop meeting the conditions stated herein will be considered to be a second crop regardless of whether or not it is insured. Notwithstanding the references to haying and grazing as harvesting in the BP, for the purpose of determining the end of the insurance period, harvest of the crop will be as defined in the applicable CP.

INSURED'S RESPONSIBILITIES

Insured's must provide all notices required under the policy provisions. This includes notices when the insured wants to destroy any acreage of an initially planted crop and replant it.

The AIP must provide consent in writing before you:

- a) *Destroy any of the insured crop that will not be harvested;*
- b) *Put the insured crop to alternative use;*
- c) *Put the acreage to another use; or*
- d) *Abandon any portion of the insured crop.*

Following the submission of the Notice of Loss, a Hudson Crop Loss Adjuster will contact you to:

- a) *Discuss your intended use for the first crop insured acreage;*
- b) *Authorize you to leave Representative Sample Areas (RSA), where applicable; and*
- c) *Set up an appointment to appraise the first crop acreage.*

Insured's Options

Options for indemnity payments on first crop acreage are based on the decisions you make regarding the second crop acreage. When you visit with the crop adjuster, he or she will go over your options with you. At that time, you will be required to make a determination on your multi-cropping plans.

Below are the options that will be discussed during that initial visit with respect to acreage where you have suffered an insurable loss to planted acreage of your first insured crop in the crop year.

1. Do not plant second crop (NS) – Receive 100% of indemnity due for the first insured crop acreage.
2. Plant and not insure a second crop (WI) – Receive 100% of indemnity due for the first insured crop provided written notice is provided, signed, and dated by the insured to Hudson Crop stating that the insured elects not to insure acreage of a second crop by the deadline for the specific situation described. If the insured fails to provide notice of his or her election to not insure the second crop acreage by the deadline, the second crop acreage will be insured in accordance with policy provisions and the insured must repay any overpaid indemnity for the first insured crop. (Not applicable if PP acres)

The insured must designate the second crop acreage planted on the first insured crop acreage (within the same crop year) that will not be insured as uninsured acreage on the acreage report.

3. Plant and insure a second crop (IR) –
 - If there is an insurable loss on the second crop acreage and the insured has not waived the indemnity for the second crop acreage, the insured will receive 100% of the indemnity due for the second crop acreage. The insured will pay the full producer-paid premium for the second crop acreage. The insured will also collect an indemnity payment that is 35% of the insurable loss for the first insured crop and owe 35% of the producer-paid premium for the first insured crop acreage having a second crop planted on it.
 - If the insured's option was to plant second insured crop acreage but no crop was planted, the acreage was planted to a crop not insured, the insured's second crop acreage does not suffer an insurable loss or the insured refuses payment on the second crop loss; the following applies:
 1. The insured should request to receive the remainder (65%) of the first insured crop indemnity that was not previously paid.
 2. If the insured certifies there is no second crop loss on the same acreage as the first insured crop unit, the remainder (65%) of the first insured crop indemnity will be paid to the insured and if the entire premium is not offset by the indemnity, a bill for the remaining premium will be sent.

The insured does not have the option to avoid payment of the additional premium for the first crop by refusing the remaining 65% of the indemnity owed for the first insured crop.

Prevented Planting Note: If the acreage of the first crop was prevented from planting and the second crop is planted on the same acreage prior to the final plant date or during the late plant period of the first insured crop, the prevented plant indemnity payment is limited to 35%, even if the second crop does not suffer a loss.

NON DISCRIMINATION STATEMENT: Hudson Insurance Company is an equal opportunity provider. In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

The information contained in this brochure is for general information only and shall not modify the terms of any insurance policy.



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