

## Special Provisions of Insurance

### 2016 and Succeeding Crop Years

Year: 2016	Commodity: Safflower (0049)	State: Idaho (16)
Date: 10/18/2015	Plan: APH (90)	County: Oneida (071)

### Program Dates for Insurable Types and Practices

<b>Sales Closing Date</b> 3/15/2016	<b>Earliest Planting Date</b> 3/15/2016	<b>Final Planting Date</b> 5/15/2016	<b>Acreage Reporting Date</b> 7/15/2016	<b>Premium Billing Date</b> 8/15/2016
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TP	Type	Practice
T/P 1	No Type Specified 997	Non-Irrigated 003 *9
T/P 2	No Type Specified 997	Irrigated 002
T/P 3	No Type Specified 997	Organic(Certified) Non-Irr. 713 *4 *9
T/P 4	No Type Specified 997	Organic(Certified) Irr. 702 *4
T/P 5	No Type Specified 997	Organic(Transitional) Non-Irr. 714 *4 *9
T/P 6	No Type Specified 997	Organic(Transitional) Irr. 712 *4

### Statement

#### General

Contact your agent regarding possible premium discounts, options, and/or additional coverage that may be available.

In lieu of the second sentence of Section 24(a) of the Basic Provisions, 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 specified in the Special Provisions.

In lieu of Section 17(f)(5)(ii) of the Common Crop Insurance Basic Provisions, haying or grazing a cover crop will not impact eligibility for a prevented planting payment provided such action did not contribute to the acreage being prevented from planting.

#### Practice

- \*4 Acreage and production history from certified organic or transitional acreage will be contained in separate APH databases. Each APH database will include production and acreage from any applicable buffer zone. Any yearly average APH yields, for the most recent four crop years only, from the transitional acreage database will be used in place of Transitional Yields (T-yields) to establish the certified organic APH database. A variable T-yield will be used to complete the database, if required.

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#### Date

In lieu of the definition of late planting period in section 1 of the Basic Provisions, the late planting period begins the day after the final planting date for the insured crop and ends 15 days after the final planting date.

#### Price

If a contract price is available as shown in the actuarial documents, you may elect to have your price election determined in accordance with the Contract Price Addendum (CPA). If the crop provisions or special provisions provide a method to determine a contract price your price election will be determined in accordance with the crop provisions or special provisions and the CPA does not apply.

#### Premium

In lieu of section 7(h)(2)(i) of the Basic Provisions, notwithstanding section 7(h)(2) of the Basic Provisions, if you demonstrate you began farming for the first time after June 1 but prior to the beginning of the reinsurance year (July 1), you may be eligible for premium subsidy the subsequent reinsurance year without having form AD-1026 on file with FSA on or before June 1. For example, if you demonstrate you started farming for the first time on June 15, 2015, you may be eligible for premium subsidy for the 2016 reinsurance year without form AD-1026 on file with FSA.

Effective for any policy with a sales closing date on or after July 1, 2015 but not later than June 30, 2016, in lieu of sections 2(c) and (d) of the Basic Provisions, you may not cancel your policy for the initial crop year, but after the initial crop year either you or we may cancel your policy by providing written notice to the other on or before the cancellation date shown in the Crop Provisions. However, for both new and carryover policies you may cancel your policy not later than 45 days after the cancellation date if all of the following are met:

1. You request through your agent and Approved Insurance Provider to query the FSA data regarding whether you have filed an AD-1026 with FSA and such query reveals that there is no AD-1026 on file for the identification number under which you seek, or have, insurance;
2. You believe the FSA information is in error and that a valid AD-1026 is on file;
3. You make application, or elect not to cancel an existing policy, based on this belief;
4. You request review not later than 15 days after the sales closing date, via your AIP, by RMA and FSA of your records and attempt to reconcile any discrepancy; and
5. The result of such process is that you do not have a valid AD-1026 on file.

If all of these conditions are not met, you are precluded from cancelling your policy until the next crop year and you will be responsible for all premium owed.

#### Insurance Availability

- \*9 Any acreage in this county without a rate or designated as uninsurable or unclassified on the actuarial map will be insurable only by written agreement, unless such acreage is otherwise classified in the actuarial documents. Contact your crop insurance agent by the sales closing date to determine eligibility requirements.

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For acreage that requires a written agreement for insurability per Section 9(a)(1)(iv) of the Basic Provisions (new breaking written agreement), the written agreement request must be submitted by the applicable sales closing date in lieu of section 18(e)(2)(i)(B) and in accordance with section 18(e)(2)(iii).

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In accordance with section 9(a)(1)(iv) in the Common Crop Insurance Policy Basic Provisions (Basic Provisions), acreage that has not been planted and harvested or insured (including insured acreage that was prevented from being planted) in at least one of the three previous crop years or acreage where the only crop that has been planted and harvested in one of the three previous crop years was a cover, hay, or forage crop (hereinafter referred to as new breaking acreage) is insurable at 80 percent of the applicable published county T-Yield in the actuarial documents without a written agreement if all of the following requirements 1 through 4 below are met. New breaking acreage is insurable at 65 percent of the applicable published county T-Yield in the actuarial documents without a written agreement if only requirements 1, 2, and 4 below are met.

1. The policyholder must provide documentation that 75 percent or more of the new breaking acreage by field (or within an existing field if only a portion of the field is new breaking acreage) is composed of soil types defined as Capability Class I, II, III, or IV as determined by the Natural Resources Conservation Service (NRCS) Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>);
2. The policyholder must certify that the new breaking acreage was broken out or chemically destroyed on or before November 30 prior to planting;
3. The policyholder must provide documentation that the new breaking acreage has been previously broken and planted to a crop. Examples of documentation include but are not limited to: a FSA-578 document showing the prior crop that the new breaking acreage was planted to, a prior crop year's FSA-578 document showing that the new breaking acreage is classified as cropland, receipts/invoices from custom planters or custom harvesters detailing the fields that were planted or harvested, etc.; and
4. If NRCS requires a Conservation Plan on the new breaking acreage, the policyholder must provide documentation that one is, or will be, in place. If NRCS does not require a Conservation Plan on the new breaking acreage, the producer must certify that one is not required.

Up to and including 320 acres of new breaking acreage per county (on a whole field basis), that meet the requirements above, may be insurable under this Special Provisions statement for the policyholder/entity per each sales closing date (for example, a total of 320 acres or less of new breaking acreage for crops with a September 30 sales closing date and total of 320 acres or less of new breaking acreage for crops with a March 15 sales closing date). Any new breaking acreage (on a whole field basis) that meets the requirements above and exceeds the 320-acre limitation will require a written agreement to establish insurability (only the acreage that exceeds 320 acres requires a written agreement, up to 320 acres may be approved under this Special Provisions statement even if the producer has more than 320 new breaking acres in the county).

#### Underwriting Standards:

The producer must provide the applicable documentation and certification described in requirements 1 through 4 above to the Approved Insurance Provider (AIP) on or before the acreage reporting date for insurability of such new breaking acreage. If the above requirements are met and the described documentation and certification is provided to the AIP by the acreage reporting date, the new breaking acreage will be insurable using the appropriate percentage (65 percent or 80 percent) applied to the applicable published county T-Yield in the actuarial documents (simple average T-Yields, new producer T-Yields, and variable T-Yield percentages do not apply). A separate APH Database must be established for this new breaking acreage the initial crop year it is insured (in subsequent crop years standard APH procedure will apply provided the acreage is insurable under the terms of the Basic Provisions). Additionally, new breaking acreage will not be eligible for prevented planting coverage the initial crop year it is insured under this Special Provisions statement.

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Insurance shall attach to a crop following a cover crop when the cover crop meets the definition provided in the Basic Provisions, was planted within the last 12 months, and is managed and terminated according to NRCS guidelines. If growing conditions warrant a deviation from the guidelines, producers should contact either Extension or the local NRCS for management guidance. For information on cover crop management and termination guidelines, refer to the Cover Crop Termination Guidelines published at <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/crops/>.

Insurance shall not attach or be considered to have attached without a written agreement to a planted non-irrigated 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. To qualify for a written agreement, you must provide a minimum of the most recent three years of your double cropping actual production history for the crop in the county. A cover crop is one that meets the criteria outlined in the Insurance Availability section of this Special Provisions of Insurance.

#### Quality

##### GENERAL STATEMENTS:

Subparagraph 11 (d) (3) (ii) of the Safflower Crop Provisions does not apply.

The following sections only apply to safflower production for the insured crop.

The Quality Adjustment Factor (QAF) is 1.000 minus the sum of the applicable Discount Factors (DF) expressed below as three-place decimals. The sum of all applicable DFs will be limited to 1.000. Only the quality adjustment factors contained herein are considered in determining production to count. No other quality adjustment factors are considered in determining production to count.

The production to count remaining after allowable reductions to gross production (in accordance with the applicable Crop Provisions), is multiplied by the QAF (not less than zero) to determine net production to count.

Production qualifying for quality adjustment, that does not contain substances or conditions that are injurious to human or animal health, shall be adjusted under sections A or B, but not both.

Unless the AIP grants an extension of time to harvest as specified below, the samples of production used to determine insurable quality deficiencies under sections A, B and C must be obtained in accordance with this Quality Adjustment Statement, but not later than 60 days after the end of the insurance period (EOIP).

For any production qualifying under section B or C (except for section C3) that is sold\*\*\*\* to other than a disinterested third party\*\*, or that is not sold 60 days after the calendar date for the EOIP, we will settle your claim using the applicable DFs. If the production is later sold, we will not recalculate or adjust your claim for indemnity.

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For production qualifying under sections B or C (except for production qualifying under section C3) that is unsold 60 days after the calendar date for the EOIP, an automatic 30 day extension will be allowed only for the purpose of submitting your claim for indemnity, unless an extension of time to harvest has been granted or a delay in measurement of farm stored production has been elected under the general statements below.

The DF for production qualifying for quality adjustment containing substances or conditions that are injurious to human or animal health will be determined in accordance with section C. For production qualifying for quality adjustment under:

- Sections C1 or C2 and section A below, the DF will be determined by adding the applicable DFs from section A to the applicable DFs from sections C1 or C2.
- Sections C1 or C2 and section B below, the DF will be determined by adding the applicable DFs from section B to the applicable DFs from sections C1 or C2.
- Section C3, the DF will be determined under section C3 only. No additional DFs from section A or section B will be included.

#### 1. OPTION TO DELAY CLAIM SETTLEMENT:

- On the date of final inspection for the unit, if any of your unsold\*\*\*\*\* production qualifies for quality adjustment under sections B and/or C1 or C2a ii and C2a iv below, your claim will be settled using the applicable DF's for unsold production unless you elect in writing to delay settlement of your claim for up to 60 days after the calendar date for the EOIP.
- If you sell the production to a disinterested third party during this delay, your claim will be settled using the Reduction In Value (RIV) as outlined below, unless the production qualifies under section C (except for production containing Vomitoxin only) and has been in on-farm storage.
- At any time during this delay in settlement, you may request to settle your claim for any unsold production using the applicable DFs.
- For any production sold\*\*\*\* to other than a disinterested third party\*\*, or that is not sold 60 days after the calendar date for the EOIP, we will settle your claim using the applicable DFs.
- If the production is later sold, we will not recalculate or adjust your claim for indemnity.
- If the time to harvest has been extended as stated below, this option will not apply beyond 60 days after the calendar date for the EOIP.
- This option will not apply to any production qualifying under section C3.

#### 2. SECTION 14(e) OF THE BASIC PROVISIONS

Only when it has been determined that the production qualifies for quality adjustment will the provisions in this Quality Adjustment Statement apply, otherwise this SP statement does not supersede the provisions contained in section 14 (e) in the Basic Provisions.

#### 3. EXTENSION OF TIME TO HARVEST

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If we determine you are prevented from harvesting by the calendar date for the EOIP due to an insurable cause of damage that occurred during the insurance period and we allow an extension of time to harvest, the time to determine insurable quality deficiencies will also be extended. If you harvest the crop prior to 60 days after the calendar date for the EOIP, your claim will be settled in accordance with sections A, B, or C as applicable unless you elected to delay settlement of your claim, in which case, refer to 1 above. If you were unable to harvest your crop until AFTER 60 days after the calendar date for the EOIP, and your production qualifies for quality adjustment under sections B1, C1a or C2a i, you will be allowed 30 days after harvest to market your grain and receive an RIV unless the production qualifies solely under section A, in which case, only the DF(s) in section A will be used. If the production is not sold within this 30 day period, the claim will be settled using the applicable pre-established DF. You must complete and submit a claim for indemnity not later than the earlier of 60 days after harvest, or 60 days after the date we determine the crop could have been harvested and you did not harvest. If your production qualifies under section C3, your claim will be settled as specified in section C3.

#### 4. DELAY IN MEASUREMENT OF FARM STORED PRODUCTION

If you elect to delay measurement of farm stored production as provided in the Basic Provisions, all samples of farm stored production used to determine insurable quality deficiencies must be obtained in accordance with this Quality Adjustment Statement, but not later than 60 days after the EOIP, otherwise such production will not be adjusted for quality. All samples obtained to test for substances or conditions injurious to human or animal health (other than vomitoxin) must be taken prior to production entering storage. For Vomitoxin only, samples for testing may be obtained from storage. The gross amount of production will be determined by us not later than 180 days after the EOIP. At the end of 180 days, the adjuster will measure the production as soon as possible so your claim can be completed and submitted no later than 30 days after the 180th day.

#### 5. FAIR CONSIDERATION TO DELIVER TO DISTANT MARKETS

Except as allowed in paragraph 7f ii below, fair consideration to deliver sold production to a distant market is allowed only when there are no buyers in your local market and only for the types and levels of damage included in sections B1, C1a, C2a i, C3a i and C3b i below. Fair consideration is not allowed for production that is unsold, sold to other than a disinterested third party, fed, utilized in any other manner, or when a pre-established DF is applicable.

#### 6. ZERO MARKET VALUE

If on the date of final inspection for the unit, any production which due to insurable causes is determined to have zero market value<sup>\*\*\*</sup>, such production will not be considered production to count if the production is destroyed in a manner acceptable to us (see section D). Fair consideration may be used in the determination of zero market value, except for production fed or used in any other manner.

#### 7. REDUCTION IN VALUE (RIV):

RIVs must be reasonable, usual, and customary. No RIV will be made or accepted by us if it is due to:

- a. Moisture content;
- b. Damage due to uninsured causes;

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- c. Drying;
- d. Handling;
- e. Processing; or
- f. Any other costs associated with normal harvesting, handling, and marketing of your production.
  - i. RIVs cannot be used in combination with chart DFs.
  - ii. If a lower RIV is available for production sold at a distant market, the RIV at the distant market may be increased by the fair consideration to deliver the production to the distant market, provided the resulting RIV does not exceed the RIV in your local marketing area.
  - iii. If the RIV can be decreased by conditioning the production, the RIV may be increased by the cost of conditioning provided the resulting RIV does not exceed the RIV before conditioning.
  - iv. The RIV and local market price\* are determined on the date such quality adjusted production is sold to a disinterested third party.

#### SECTION A - DISCOUNT FACTOR CHARTS

On the date of final inspection for the unit, the discount factors are determined using the following charts. If the DF for any one qualifying level of deficiency is not shown on the charts in this section, then determine all DFs using section B or C as applicable.

#### DAMAGE DISCOUNT:

Discounts for excessive kernel damage (excluding heat damage) as follows:

Damage %	DF	Damage %	DF	Damage %	DF
25 and below	None	29.01-30	0.474	34.01-35	0.603
25.01-26	0.371	30.01-31	0.500	35.01-36	0.629
26.01-27	0.397	31.01-32	0.526	Above 36	See Section B
27.01-28	0.423	32.01-33	0.552		
28.01-29	0.448	33.01-34	0.577		

#### SAMPLE GRADE DISCOUNTS:

Discounts for sample grade factors are as follows:



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Musty Odor	0.052
Sour Odor	0.052
COFO	0.072

#### SECTION B – DEFICIENCY NOT IN DISCOUNT FACTOR CHARTS

DFs included in section A are not used if production meets requirements under this section. For production that has a test weight below 35 pounds per bushel or has kernel damage above 36 percent, on the date of final inspection for the unit adjust production in the following manner:

1. If sold to a disinterested third party prior to 60 days after the calendar date for the EOIP, the DF will be the sum of all RIVs applied by the buyer due to all insurable quality deficiencies, and that value divided by the local market price.
2. For unsold production or production sold to other than a disinterested third party prior to 60 days after the calendar date for the EOIP, the DF will be .500 (unless you elect to delay settlement as specified in the General Statements above).
3. If unsold 60 days after the calendar date for the EOIP, fed, utilized in any other manner or is sold to other than a disinterested third party the DF will be .500.

#### SECTION C - SUBSTANCES OR CONDITIONS THAT ARE INJURIOUS TO HUMAN OR ANIMAL HEALTH

The sum of all DFs for production containing substances or conditions that are injurious to human or animal health is allowed, in addition to applicable DFs from sections A or B above, except as shown in C3 below.

Any potential loss due to substances or conditions identified by the Food and Drug Administration, other public health organizations of the United States, or a public health agency of the applicable State in which the insured crop is grown, at a level determined as injurious to human or animal health, will be covered only if the appropriate samples of the production were obtained by our adjuster (or a trained disinterested third party approved by us), and the analysis was performed by an approved laboratory using quantitative tests.

For production that contains substances or conditions determined to be injurious to human or animal health, adjustments will be made for levels of substances or conditions in excess of the amount allowed by the lower of the following:

- a. The action or advisory level of the Food and Drug Administration; or
- b. Another public health organization of the United States; or
- c. A public health agency of the applicable State in which the insured crop is grown.

For production that will be stored on the farm, or in commercial storage (except for production containing Vomitoxin), the appropriate samples must be obtained prior to the production entering storage, otherwise such production will not be adjusted for such quality deficiencies listed in section C. For Vomitoxin only, samples for testing may be obtained from storage.

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1. For production containing Vomitoxin only (no other section C deficiencies are present) qualifying under section C and that has a level of 10.0 ppm or less, adjust the production in the following manner. If on the date of final adjustment for the unit, the production is:
  - a. Sold to a disinterested third party prior to 60 days after the calendar date for the EOIP, the DF will be the sum of all RIVs applied by the buyer due to all insurable quality deficiencies, and that value divided by the local market price.
  - b. For unsold production or production sold to other than a disinterested third party prior to 60 days after the calendar date for the EOIP, the DF will be the applicable DFs shown in the chart below (unless you elect to delay settlement as specified in the General Statements above) added to the applicable DFs included in sections A or B2 above.
  - c. Unsold 60 days after the calendar date for the EOIP, fed, utilized in any other manner, or is sold to other than a disinterested third party, the DF will be the applicable DFs shown in the chart below added to the applicable DFs included in sections A or B3 above.

DFs for Vomitoxin:

Vomitoxin Range	DF
0.1 – 5.0 ppm	.000
5.1 – 10.0 ppm	.450
10.1 ppm & above	See C3 below

2. For production containing substances or conditions, other than Vomitoxin, that qualifies under section C with an Aflatoxin level of 300 ppb or less, or other substances or conditions with a level less than the maximum allowable, adjust the production in the following manner.
  - a. If on the date of final adjustment for the unit, the production was transported directly from the field to the buyer, or transported directly from the field and put into commercial storage without going into on farm storage, the DF will be:
    - i. For production sold to a disinterested third party prior to 60 days after the calendar date for the EOIP, the sum of all RIVs applied by the buyer due to all insurable quality deficiencies, and that value divided by the local market price.
    - ii. For unsold production containing Aflatoxin prior to 60 days after the calendar date for the EOIP, the applicable DFs shown in the chart below in section C2b (unless you elect to delay settlement as specified in the General Statements above), added to the applicable DFs included in sections A or B2 above.
    - iii. For unsold production containing Aflatoxin 60 days after the calendar date for the EOIP, the applicable DFs shown in the chart below in section C2b, added to the applicable DFs included in sections A or B3 above.
    - iv. For unsold production containing all other mycotoxins or substances or conditions prior to 60 days after the calendar date for the EOIP (unless you elect to delay settlement as specified in the General Statements above), the DFs will be .500, except as stated in section C3 below. This DF will be added to the applicable DFs included in sections A or B2 above.
    - v. For unsold production containing all other mycotoxins or substances or conditions 60 days after the calendar date for the EOIP, the DFs will be .500, except as stated in section C3 below. This DF will be added to the applicable DFs included in sections A or B3 above.

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- b. If on the date of final adjustment for the unit, the unsold production is in on-farm storage, is in commercial storage but was not transported directly from the field, was fed or utilized in any other manner, was in on-farm storage and has been sold, or was sold to other than a disinterested third party, we will use the applicable DFs shown in the chart below, except as stated in section C3 below. This chart DF will be added to the applicable DFs included in sections A or B2 above.

DFs for Aflatoxin:

Aflatoxin Range	DF
0.1 – 20.0 ppb	.000
20.1 - 50.0 ppb	.100
50.1 – 100.0 ppb	.200
100.1 – 200.0 ppb	.300
200.1 – 300.0 ppb	.400
300.1 ppb & above	See C3 below

3. For production that has an Aflatoxin level in excess of 300 ppb, a Vomitoxin level in excess of 10 ppm, or any substances or conditions qualifying under section C having a level exceeding the maximum amount allowed, a claim will not be completed until all such production is sold, fed, utilized in any manner, or destroyed. An automatic 30 day extension will be allowed for you to submit your claim for indemnity, following the date we determine the production was sold, fed, utilized in any other manner, or destroyed. On the date of final adjustment for the unit, the following will apply (if such production is Zero Market Value, see section D):
- a. For production containing Vomitoxin only (no other section C deficiencies are present), the DF will be:
    - i. The RIV applied by the buyer due to all insurable quality deficiencies, and that value divided by the local market price for production sold to a disinterested third party; or
    - ii. .500 for production, fed, utilized in any other manner, or sold to other than a disinterested third party. No other DF from section A or B will be included.
  - b. For production containing Aflatoxin or any other substances or conditions (except for production containing Vomitoxin as detailed in C3a above), the DF will be:
    - i. The RIV applied by the buyer due to all insurable quality deficiencies, and that value divided by the local market price for production sold to a disinterested third party. Such production must have been transported directly from the field to the buyer, or transported directly from the field and put into commercial storage prior to being sold.
    - ii. .500 for production that was in on-farm storage and was later sold, was in on-farm storage and was transported to commercial storage and later sold, was fed, was utilized in any other manner, or was sold to other than a disinterested third party. No other DF from section A or B will be included.
  - c. If production qualifying under section C3 is destroyed in a manner acceptable to us, the DF will be 1.000. For production destroyed in a manner unacceptable to us, such production will not be adjusted for any quality deficiencies listed in section C.

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#### SECTION D – ZERO MARKET VALUE PRODUCTION

For production listed in sections A, B, or C that we determine has zero market value due to insured quality deficiencies:

1. The DF will be 1.000 if such production is destroyed in a manner acceptable to us.
2. If you do not destroy (or refuse to destroy) production in a manner acceptable to us, such production to count is no longer considered to be zero market value and will be adjusted as follows:
  - a. For production in section A – the pre-established DFs.
  - b. For production in section B – .500.
  - c. For production in section C1 or C2, such production will not be adjusted for any quality deficiencies listed in section C.
3. If you destroy production qualifying under section C3 in a manner unacceptable to us, such production will not be adjusted for any quality deficiencies listed in section C. If you do not destroy (or refuse to destroy) such production, a claim will not be completed until such production is sold, fed, utilized in any other manner, or destroyed. An automatic extension of time will be allowed for you to submit your claim for indemnity.

*	"Local Market Price" as defined in the applicable Basic, Crop, or these Provisions.
**	"Disinterested third party" as defined in the applicable Basic, Crop, or these Provisions. In addition to the definition of "Disinterested third party", a person or business who does not routinely purchase production for resale or for feed will not be considered a disinterested third party if the RIVs applied by the buyer are not reflective of the RIVs in the local market.
***	"Zero market value" occurs when no buyers in your local area are willing to purchase the production and fair consideration to deliver production to a market outside your local marketing area (distant market) is equal to or greater than the production's value at the distant market.
****	"Sold" – Grain is considered sold on the date that final settlement between the buyer and seller has occurred and title of the grain has passed from the seller to the buyer.
*****	"Unsold" – Grain that does not meet the definition of "sold."