

**RURAL COMMUNITY INSURANCE SERVICES,
(Lawrence Bressler Compliance)**

Appellant

Representing the Appellant:

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AGBCA No. 98-109-F

DECISION OF THE BOARD OF CONTRACT APPEALS

February 8, 1999

OPINION BY ADMINISTRATIVE JUDGE HOWARD A. POLLACK

This appeal arises out of a Standard Reinsurance Agreement between Federal Crop Insurance Corporation (FCIC) and National Ag Underwriters, Inc. (National). Rural Community Insurance Services (Rural or Appellant) is successor in interest to National and is the party to this appeal. The appeal arises out of a final determination of September 17, 1997, by the Director of Compliance, Risk Management Agency as to Compliance Case No. SP-DC00-258, 1993 Multiple Peril Crop Insurance (MPCI) Policy No. 22-942-93162 (Bressler) wherein the Director found that Rural was liable for an overpaid indemnity of \$2,989 and that Rural was indebted to FCIC in that amount. In deciding against Rural, the Director rejected Rural's contention that Rural acted properly in using the Early Freeze Modification of MGR-93-030 in regard to the insured's corn crop. The Director found that Rural erred in applying the Early Freeze Modification because the corn was not killed by the frost, that Rural improperly used the Maturity Line Appraisal Method; and that Rural failed to determine and document the extent of freeze damage before applying the Early Freeze Modification.

By letter of November 14, 1997, Rural filed a timely appeal with the Board, which has jurisdiction over the matter pursuant to regulations, 7 C.F.R. § 400.169(d) and 7 C.F.R. § 24.4(b).

Thereafter, the parties engaged in settlement discussions. By letter dated May 26, 1998, Appellant's counsel filed with the Board the Settlement and Release Agreement executed by the parties. Said agreement addressed the above as well as two other appeals, and specified that the appeals were to be dismissed with prejudice.

DECISION

In accordance with the settlement agreement entered into by the parties, the appeal is dismissed with prejudice.

HOWARD A. POLLACK
Administrative Judge

Concurring:

EDWARD HOURY
Administrative Judge

JOSEPH A. VERGILIO
Administrative Judge

Issued at Washington, D. C.
February 8, 1999