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- (b) Further damaged by an insured cause and reappraised by us; or
- (c) Harvested.

8. Cancellation and Termination Dates

The cancellation and termination dates for California are December 31, beginning December 31, 1991. For all other states, the cancellation and termination dates are April 15.

9. Contract Changes

Contract changes will be available at your service office by August 31 prior to the cancellation date for California, and by December 31 prior to the cancellation date for all other states.

10. Meaning of Terms

a. *Harvest* means the completion of combining or threshing of safflowers on the unit.

b. *Value per pound of damaged safflowers* means the value of the damaged safflowers (test weight below 35 pounds per bushel or seed damage in excess of 25 percent) at the local market but not less than 50 percent of the average market price for undamaged safflowers.

[52 FR 45159, Nov. 25, 1987, as amended at 54 FR 28795, July 10, 1989; 55 FR 40788, Oct. 5, 1990; 62 FR 42649, Aug. 8, 1997]

§ 401.124 Sunflower seed crop endorsement.

The provisions of the Sunflower Seed Crop Insurance Endorsement for the 1988 through 1994 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Sunflower Seed Crop Endorsement

1. Insured Crop

a. The crop insured will be sunflower seed ("sunflowers").

b. Unless otherwise provided by the actuarial table, insurance will attach only on acreage initially planted in rows far enough apart to permit cultivation; but, if such insured acreage is destroyed and replanted by broadcasting, drilling, or in rows too close to permit cultivation, it will be considered insured acreage.

2. Causes of Loss

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

- a. Adverse weather conditions;
- b. Fire;
- c. Insects;
- d. Plant disease;
- e. Wildlife;
- f. Earthquake;

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g. Volcanic eruption; or

h. 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 of the general policy.

3. Annual Premium

a. The annual premium is computed by multiplying the production guarantee times the price election, times the premium rate, times the insured acreage, times your share at the time of planting.

b. If you are eligible for a premium reduction in excess of 5 percent based on your insuring experience through the 1984 crop year under the terms of the experience table contained in the sunflower policy in effect for the 1985 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 1991 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 policy in effect for the 1985 crop year;
- (4) Once the loss ratio exceeds .80, no further premium reduction will apply; and
- (5) Participation must be continuous.

4. Insurance Period

The calendar date for the end of insurance period is November 30 of the calendar year in which the sunflowers are normally harvested.

5. Unit Division

Sunflower acreage that would otherwise be one unit, as defined in section 17 of the general crop insurance policy, may be divided into more than one unit if you agree to pay additional premium as provided for by the actuarial table and if for each proposed unit you maintain written verifiable records of planted acreage and harvested production for at least the previous crop year; and either

a. Acreage planted to insured sunflowers is located in separate legally identifiable sections or, in the absence of section descriptions the land is identified by separate ASCS Farm Serial Numbers, provided:

- (1) The boundaries of the section or Farm Serial Number are clearly identified, and the insured acreage can be easily determined; and
- (2) The safflowers are planted in such a manner that the planting pattern does not continue into the adjacent section or Farm Serial Number; or

b. The acreage planted to sunflowers is located in a single section or Farm Serial Number and consists of acreage on which

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both an irrigated and nonirrigated practice are carried out, provided:

(1) Sunflowers planted on irrigated acreage does not continue into nonirrigated acreage in the same rows or planting pattern (Non-irrigated corners of a center pivot irrigation system are part of the irrigated unit. The production from the total unit, both irrigated and nonirrigated, is combined to determine your yield for the purpose of determining the guarantee for the unit.); and

(2) Planting, fertilizing and harvesting are carried out in accordance with recognized irrigated and nonirrigated farming practices for the area.

If you have a loss on any unit, production records for all harvested units must be provided. Production that is commingled between optional units will cause those units to be combined.

6. Notice of Damage or Loss

The representative samples of unharvested sunflowers as required in section 8 of the general crop insurance policy will be at least

	Oil type	Non-oil type
Test weight	Less than 25 pounds	Less than 22 pounds.
Damaged kernels	More than 10% total	More than 5% total

Sunflowers grading below these standards will be adjusted by:

- (a) dividing the value per pound by the price per pound of No. 2 sunflowers; and
- (b) multiplying the result by the number of pounds of insured sunflowers.

The applicable price for No. 2 sunflowers will be the local market price on the earlier of the day the loss is adjusted or the day the sunflowers are sold.

(3) Any harvested production from other crops growing in the sunflowers will be counted as sunflowers on a weight basis.

(4) Appraised production to be counted will include:

- (a) Potential production lost due to uninsured causes and failure to follow recognized good sunflower farming practices;
 - (b) Not less than the guarantee for any acreage which is abandoned or put to another use without our prior written consent or damaged solely by an uninsured cause; and
 - (c) Any unharvested production or harvested or unharvested acreage.
- (5) Any appraisal we have made on insured acreage and given written consent for that acreage to be put to another use will be considered production unless such acreage is:

(a) Not put to another use before harvest of sunflowers becomes general in the county and reappraised by us;

10 feet wide and the entire length of the field.

7. Claim for Indemnity

a. 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 sunflowers to be counted (see section 9e);
- (3) Multiplying the remainder by the price election; and
- (4) Multiplying this result by your share.

b. The total production (in pounds) to be counted for a unit will include all harvested and appraised production.

(1) Mature sunflower production (quantity) which otherwise is not eligible for quality adjustment will be reduced .12 percent for each .1 percentage point of moisture in excess of 10 percent; or

(2) Mature production will be adjusted for quality when, due to insurable causes, the insured sunflower seed crop grades below the following:

- (b) Further damaged by an insured cause and reappraised by us; or
- (c) Harvested.

c. A replant payment is available under the Sunflower Endorsement. No replant payment will be made on acreage on which our appraisal exceeds 90 percent of the guarantee. The payment per acre will not exceed the product obtained by multiplying 175 pounds times the price election, times your share.

8. Replant Payment

In accordance with paragraph 9.h. of the general crop insurance policy a replant payment not to exceed the product by multiplying 175 pounds times the prime elective, times your share may be made.

9. Cancellation and Termination Date

The cancellation and termination date for all states is April 15.

10. Contract Changes

The date by which contract changes will be available in your service office will be December 31 preceding the cancellation date.

11. Meaning of Terms

a. *Harvest* means the completion of combining or threshing of sunflowers on the unit.

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b. *Replanting* means performing the cultural practices necessary to replant insured acreage to sunflowers.

[52 FR 45155, Nov. 25, 1987, as amended at 53 FR 40718, Oct. 18, 1988; 54 FR 20369, May 11, 1989; 54 FR 20504, May 12, 1989; 54 FR 33493, Aug. 15, 1989; 60 FR 56934, Nov. 13, 1995]

§ 401.125 Fig endorsement.

The provisions of the Fig Crop Insurance Endorsement for the 1988 through 1994 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Fig Endorsement

1. Insured Crop

a. The crop insured will be commercially grown dried figs.

b. In addition to the figs not insurable under section 2 of the general crop insurance policy, we do not insure any figs:

- (1) Which are not irrigated;
- (2) Which have not reached the seventh growing season after being set out;
- (3) Grown for purposes other than for dried figs;
- (4) Grown with another crop;
- (5) Unless acceptable production records for at least the previous crop year are provided;
- (6) With less than 90 percent of a stand based on the original planting pattern unless we agree, in writing, to insure such acreage;
- (7) Which we inspect and consider not acceptable;
- (8) For the crop year the application is filed unless such acreage has been inspected and accepted by us; or
- (9) Acquired for the crop year unless such acreage has been inspected and accepted by us.

2. Causes of Loss

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

- (1) Adverse weather;
- (2) Earthquake;
- (3) Fire;
- (4) Volcanic eruption;
- (5) Wildlife; and
- (6) Failure of the irrigation water supply due to an unavoidable cause occurring after insurance attaches;

unless those causes are excepted, excluded or limited by the actuarial table or section 9 of the general crop insurance policy.

b. In addition to the causes of loss not insured against in section 1 of the general crop insurance policy, we will not insure against:

- (1) Any loss of production due to fire, where weeds and other forms of undergrowth

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have not been controlled or tree pruning debris has not been removed from the grove; or

(2) The inability to market the fruit as a direct result of quarantine, boycott, or refusal of any entity to accept production.

3. Report of Acreage, Share, Type and Practice (Acreage Report)

a. In addition to the information required in section 3 of the general crop insurance policy, you must report the crop type.

b. You must submit the acreage report described in section 3 of the general crop insurance policy by March 1.

c. By applying for fig crop insurance, you authorize us to determine or verify your production and acreage from records maintained by the California Fig Advisory Board or the fig packer.

4. Annual Premium

The annual premium amount is computed by multiplying the production guarantee times the price election, times the premium rate, times the insured acreage, times your share on the date insurance attaches.

5. Insurance Period

In lieu of the provisions of section 7 of the general crop insurance policy insurance attaches on each unit on March 1 and insurance ends at the earliest of:

- (1) Total destruction of the fig crop;
- (2) The date harvest of the figs (by type) should have started on any acreage that will not be harvested;
- (3) Harvest of the figs;
- (4) Final adjustment of a loss; or
- (5) October 31.

6. Unit Division

a. In addition to the provisions in subsection 17.q. of the general crop insurance policy, a unit will be all insurable acreage of an insurable type of fig in the county.

b. Fig acreage that would otherwise be one unit may be divided into more than one unit if you agree to pay additional premium as provided for by the actuarial table and if for each proposed unit:

- (1) You maintain written, verifiable records of acreage and harvested production for at least the previous crop year, and production reports based on those records are filed to obtain an insurance guarantee; and
- (2) The acreage of insured figs is located on noncontiguous land. If you have a loss on any unit, production records for all harvested units must be provided. Production that is commingled between optional units will cause those units to be combined.

7. Claim for Indemnity

a. The indemnity will be determined on each unit by: