

§ 401.125

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:

(1) Multiplying the insured acreage by the production guarantee;

(2) Subtracting therefrom the total production of figs to be counted (see subsection 7.b.);

(3) Multiplying the remainder by the price election; and

(4) Multiplying this product by your share.

b. The total production (pounds) to be counted for a unit will include all harvested and appraised marketable figs, as defined by the Marketing Order for Dried Figs, as amended.

(1) All substandard production must be inspected by us and we must give written consent to you prior to delivery to the substandard pool. If the substandard production is not inspected or we do not give written consent prior to the delivery to the substandard pool, all production will be counted as marketable production.

(2) Appraised production to be counted will include:

(a) Potential production lost due to uninsured causes and failure to follow recognized good fig farming practices;

(b) Not less than the guarantee for any acreage which is abandoned, damaged solely by an uninsured cause, or destroyed by you without our consent; and

(c) Any unharvested production.

(3) Any appraisal we have made on insured acreage will be considered production to count unless such acreage is:

(a) Not harvested before the harvest of figs becomes general in the county;

(b) Further damaged by an insured cause and reappraised by us; or

(c) Harvested.

8. Cancellation and Termination Dates

The cancellation and termination dates are February 28.

9. Contract Changes

The date on which contract changes will be available in your service office is October 31 preceding the cancellation date.

10. Meaning of Terms

a. *Harvest* means the picking of the figs from the trees or ground by hand or machine for the purpose of removal from the orchard.

b. *Non-contiguous land* means land which is not touching at any point, except that land which is separated by only a public or private right-of-way will be considered contiguous.

c. *Substandard production* means production that does not meet minimum grade standards and is defined as "substandard" by the Marketing Order for Dried Figs, as amended, which is in effect on the date insurance attaches.

[53 FR 15015, Apr. 27, 1988, as amended at 60 FR 56934, Nov. 13, 1995]

§ 401.126 Onion endorsement.

The provisions of the Onion Endorsement for the 1988 through the 1997 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Onion Endorsement

1. Crop Insured

a. The crop insured will be onions planted for harvest as dry onions (bulb onions).

b. In addition to the onions not insured under section 2 of the general crop insurance policy, we do not insure any onions planted for green (bunch) or seed onions, including chives, garlic, leek, or scallions.

c. A late planting agreement will be available.

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;

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 crop insurance policy.

3. Annual Premium

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.

4. Insurance Period

In lieu of section 7 of the general crop insurance policy, insurance attaches on each unit or part of a unit when the onions are planted and ends at the earliest of:

(a) Total destruction of the onions on the unit;

(b) Five days after digging of the onions;

(c) Removal of the onions from the field;

(d) Final adjustment of a loss on a unit; or

(e) The following dates for the calendar year in which the onions are normally harvested:

Washington—Walla Walla Sweets and any other non-storage type onion—July 31
Colorado—September 30

All other Washington onions and all other states—October 15