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

8. Cancellation and Termination Dates

The cancellation and termination date is September 30.

9. Contract Changes

The date by which contract changes will be available in your service office is August 15 preceding the cancellation date.

10. Report of Production

There is a one-year lag period for reporting your sugarcane production. You must report production for the previous crop year before the cancellation date for the subsequent crop year.

11. Meaning of Terms

a. *Crop year* means the period from planting for plant cane and the day following harvest for stubble cane until the end of the insurance period and is designated by the calendar year in which the sugarcane harvest normally begins in the county.

b. *Harvest* means the cutting and removing of sugarcane from the field.

c. *Plant cane* (see definition of sugarcane).

d. *Stubble cane* (see definition of sugarcane).

e. *Sugarcane* means either:

(1) Plant cane growing from seed planted that crop year; or

(2) Stubble cane growing from the stubble left to produce another crop from previously harvested sugarcane.

[55 FR 25955, June 26, 1990, as amended at 58 FR 33509, June 18, 1993; 60 FR 56934, Nov. 13, 1995]

§ 401.134 Texas citrus tree endorsement.

The provisions of the Texas Citrus Tree Endorsement for the 1989 through 1997 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Texas Citrus Tree Endorsement

1. Insured Crop

a. The crop insured will be any of the following insurable citrus tree types (hereafter called trees) you elect:

- Type I Early and mid-season orange trees;
- Type II Late orange (including Temple) trees;
- Type III Grapefruit trees except types IV and V;
- Type IV. Rio Red and Star Ruby grapefruit trees; or
- Type V Ruby Red grapefruit trees;

which are set out for the purpose of harvesting citrus as fresh fruit or juice.

b. In addition to the citrus trees not insurable in section 2 of the general crop insurance policy, we do not insure any citrus trees;

(1) Which are not irrigated;

(2) For the crop year the application for insurance is filed unless we inspect the acreage and consider it acceptable;

(3) Which have been grafted onto existing root stock or nursery stock within the one year period prior to the date insurance attaches; or

(4) In any established groves which do not have the potential to produce at least 70 percent of the area average yield for the type and age, unless we agree in writing to insure such trees;

c. We may exclude from insurance or limit the amount of insurance on any acreage which was not insured by us the previous crop year.

2. Causes of Loss

a. The insurance provided is against unavoidable damage to citrus trees resulting from the following causes occurring within the insurance period:

- (1) Freeze;
- (2) Excess moisture;
- (3) Hail;
- (4) Fire;
- (5) Tornado;
- (6) Excess wind; or
- (7) Failure of the irrigation water supply;

unless those causes are 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 any damage to trees due to fire if weeds and other forms of undergrowth have not been controlled or tree pruning debris has not been removed from the grove.

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

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

- (1) The number and type of trees;
- (2) The date of original set out; and
- (3) The date of replacement or dehorning, if more than 10 percent of the trees on any unit have been replaced or dehorned in the previous 5 years.

b. If any insurable acreage of trees is set out after June 1, and you elect to insure such acreage during that crop year, you must report to us within 72 hours of the completion of set out the acreage, practice, type, number of trees, date set out is completed, and your share.

c. The date by which you must annually submit the acreage report is June 30 of the calendar year in which insurance attaches.

4. Amounts of Insurance

a. The amount of insurance shown on the actuarial table will be reduced for any acreage which has not reached the fourth growing season after being set out or the fifth year following dehorning. The amount of insurance will be the product obtained by multiplying the amount of insurance contained in the actuarial table by:

(1) 33 percent the year of set out or the year following dehorning (insurance will be limited to this amount until trees that are set out are one year of age or older on June 1);

(2) 60 percent the first growing season after being set out or the second year following dehorning;

(3) 80 percent the second growing season after being set out or the third year following dehorning; or

(4) 90 percent the third growing season after being set out or the fourth year following dehorning.

b. The amount of insurance will be reduced proportionately for any unit on which the stand is less than 90 percent, based on the original planting pattern.

5. Annual Premium

The annual premium amount is computed by multiplying the amount of insurance per acre times the premium rate, times the insured acreage, times your share at the time insurance attaches.

6. Insurance Period

a. In lieu of section 7 of the general crop insurance policy, insurance attaches on June 1 for each crop year except that for the first crop year insured if the application is accepted by us after June 1:

(1) The insurance against excess wind and freeze will attach the tenth day after the properly completed application is submitted to the service office; and

(2) If any insurable acreage is set out after June 1, insurance will attach on the date set out is completed for the unit if the acreage is reported within 72 hours after the date of completion, except for excess wind and freeze; and

(3) For all other instances, insurance attaches on the date the application is accepted.

b. The insurance period ends at the earlier of:

(1) May 31 following the beginning of the crop year; or

(2) Total destruction of the insured trees.

7. Unit Division

a. Citrus tree acreage that would otherwise be one unit, as defined in section 17 of the general crop insurance policy, may be divided by citrus type.

b. Citrus tree acreage that would otherwise be one unit as defined in section 17 of the general crop insurance policy and subsection 7.a. above may be divided into more than one unit if you agree to pay additional premium if required by the actuarial table and the insured trees are located on non-contiguous land.

If you have a loss on any unit, production records for all harvested units must be provided.

8. Notice of Damage or Loss

a. In lieu of section 8 of the general crop insurance policy and in case of damage or probable loss, you must within 10 days give us written notice of:

(1) The dates of damage; and

(2) The causes of damage.

b. If you are going to claim an indemnity on any unit, we must inspect all insured acreage and damaged trees before pruning, dehorning, or removal.

9. Claim for Indemnity

a. In addition to the requirements in section 9 of the general crop insurance policy you must furnish records to us concerning all trees on the unit.

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

(1) Multiplying the insured acreage by the amount of insurance;

(2) Multiplying this result by the applicable percent of loss determined by subtracting from the actual percent of damage determined in accordance with subsection 9.c., the following applicable amount:

(a) 25 percent (for Coverage Level 3) and dividing the result by 75 percent;

(b) 35 percent (for Coverage Level 2) and dividing the result by 65 percent; or

(c) 50 percent (for Coverage Level 1) and dividing the result by 50 percent; and

(3) Multiplying this result by your share.

c. The total amount of indemnity will include both trees damaged and trees destroyed due to an insurable cause.

(1) The percent of damage to count will be:

(a) The percent of damage determined by dividing the number of scaffold limbs (scaffold limbs are limbs directly attached to the trunk) damaged in an area from the trunk to a length equal to one-fourth ($\frac{1}{4}$) the height of the tree, by the total number of scaffold limbs before damage occurred, (any trees with over 80 percent actual damage will be counted as 100 percent damaged unless the damage occurs within one year of set out);

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(b) Any grove with over 80 percent actual damage will be counted as 100 percent damaged unless the damage occurs within one year of set out; or

(c) The percent of damage resulting from insurable causes occurring during the crop year of set out as follows:

(i) 100 percent if the trees are killed back to the root stock; or

(ii) 90 percent if the trees have less than 12 inches of live wood above the bud union, (however, no damage will be considered if more than 12 inches of wood above the bud union is alive).

(2) Any percentage of damage by uninsured causes, will not be included in the percent of damage.

d. The amount of indemnity will be determined at the earlier of:

(1) Total destruction of the trees; or

(2) The calendar date for the end of the insurance period.

10. Cancellation and Termination Dates

The cancellation and termination dates are May 31 prior to the date insurance attaches.

11. Contract Changes

The date by which contract changes will be available in your service office is February 28 preceding the cancellation date.

12. Meaning of Terms

a. *Crop year* means the period beginning June 1 and extending through May 31 of the following year and is designated by the calendar year in which the insurance period ends.

b. *Dehorning* means the cutting back of each scaffold limb to a length that is no longer than 1/4 the height of the tree.

c. *Destroyed* means trees which are damaged to the extent that removal is required.

d. *Excess wind* means a natural movement of air which has sustained speeds in excess of 58 miles per hour recorded at the U.S. Weather Service reporting station nearest to the crop at the time of crop damage.

e. *Freeze* means the condition of air temperatures over a widespread area remaining sufficiently at or below 32 degrees Fahrenheit to cause tree damage.

f. *Non-contiguous land* means land which is not touching at any point. Land which is separated by only a public or private right-of-way will be considered to be touching (contiguous).

g. *Set out* means transplanting the citrus tree from the nursery to the grove.

h. *Total destruction* means the occurrence of damage by unit to the trees which have been set out more than one year in excess of 80 percent.

[53 FR 9101, Mar. 21, 1988, as amended at 62 FR 4117, Jan. 29, 1997]

§ 401.135 Malting barley option.

The provisions of the Malting Barley Option for the 1989 through 1994 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Barley Insurance Malting Barley Option

(This is a continuous Option. Refer to section 15 of the General Crop Insurance Policy)

Insured's name _____

Contract No. _____

Crop Year _____

Address _____

Identification No. _____

SSN _____

Tax _____

It is hereby agreed to amend the Federal Crop Insurance General Crop Insurance Policy and Barley Endorsement under, and in accordance with, the following terms and conditions:

1. The option must be submitted to us on or before the final date for accepting applications for the initial crop year in which you wish to insure your malting barley acreage under this option.

2. You must have a Federal Crop Insurance General Crop Insurance Policy and Barley Endorsement ("Basic Policy") in force.

3. You must provide by the acreage reporting date:

a. Acceptable records of the sale of malting barley for malting purposes for 3 of the previous 5 crop years; or

b. A binding written contract with a buyer of malting barley for malting purposes, which states the quantity contracted and purchase price or method for determining such price.