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3. You must select either Option I or II below by marking the appropriate space below. All insurable acreage in which you have a share in the county will be covered under the option you select.

[ ] Option I:

(a) Upon purchase of this option, subsection 9.b.(1)(a) of the Dollar Plan of Fresh Market Tomato Endorsement will be amended to change the reference from \$3.00 to \$2.00 in determining the total value of harvested production to count.

(b) The premium rate for this option will be an additional 30 percent of your premium for basic coverage.

[ ] Option II:

(a) Upon purchase of this option, subsection 9.b.(1)(a) of the Dollar Plan Fresh Market Tomato Endorsement will not apply to your tomato acreage. The total value of harvested production will be the dollar amount obtained by multiplying the number of 25-pound cartons of tomatoes sold by the price received minus allowable costs as contained in the actuarial table; however, such price must not be less than zero for any carton.

(b) The premium rate for this option will be an additional 50 percent of your premium for basic coverage.

4. All provisions of the General Policy and Dollar Plan of Fresh Market Tomato Endorsement not in conflict with this Option are applicable.

5. All determinations under this Option will be made by us.

6. This Option may be cancelled by either you or us for any succeeding crop year by giving written notice on or before the cancellation date provided by the "basic policy," preceding such crop year.

Insured's Signature \_\_\_\_\_

Date \_\_\_\_\_

Corporation Representative's

Signature and Code Number \_\_\_\_\_

Date \_\_\_\_\_

[54 FR 48073, Nov. 21, 1989, as amended at 62 FR 14777, Mar. 28, 1997]

§ 401.138 Fresh market sweet corn endorsement.

The provisions of the Fresh Market Sweet Corn Endorsement for the 1991 through the 1997 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Fresh Market Sweet Corn Endorsement

1. Insured Crop

a. The crop insured will be sweet corn planted for harvest as fresh market sweet corn, grown on insurable acreage, and for which an amount of insurance and premium rate are set by the actuarial table.

b. In addition to the sweet corn insurable in section 2 of the general crop insurance policy we do not insure any acreage of sweet corn:

(1) Grown by any entity if that entity had not previously:

(a) grown sweet corn for commercial sales; or

(b) participated in the management of a sweet corn farming operation.

(2) Grown for direct consumer marketing;

(3) Which is not irrigated; or

(4) Unless the acreage is planted in rows far enough apart to permit mechanical cultivation.

c. Paragraph 2.e.(2) of the general crop insurance policy is not applicable to this endorsement.

2. Causes of Loss

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

(1) Frost;

(2) Freeze;

(3) Hail;

(4) Fire;

(5) Tornado;

(6) Wind or excess precipitation occurring in conjunction with a cyclone; or

(7) 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.

b. In addition to causes of loss specified in section 1 of the general policy as not insured, we will not insure against any loss of production due to:

(1) Disease

(2) Insect infestation; or

(3) Failure to market the sweet corn unless such failure is due to actual physical damage from a cause specified in subsection 2.a. of this endorsement.

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

In addition to the information required by section 3 of the general crop insurance policy, you must report by unit for each planting period all the acreage of fall, winter, and spring-planted sweet corn (as applicable) in the country in which you have a share.

4. Amount of Insurance

a. Subsection 4.d. of the general crop insurance policy is not applicable to this endorsement.

b. The amount of insurance per acre as shown on you policy confirmation is progressive by plant growth stage. The stages and amounts of insurance are:

(1) First stage (from planting until the beginning of tasselling, (tassel visible above the whorl)) is 65 percent of the final stage amount of insurance; and

(2) Final stage (from tasselling until the acreage is harvested) is the final stage amount of insurance (100 percent) as contained in the applicable actuarial table.

c. Any acreage of fresh sweet corn damaged in the first stage to the extent that we determine it should not be further cared for, will be deemed to have been destroyed, even though you continue to care for it. The amount of insurance for such acreage will not exceed the first stage guarantee.

#### 5. Annual Premium

The annual premium amount is computed by multiplying the final stage amount of insurance times the premium rate, times the insured acreage, times you share at the time of planting, times any applicable premium adjustment factor for which you may qualify as shown by the actuarial table.

#### 6. Insurance Period

In lieu of the provision in section 7 of the general crop insurance policy, insurance attaches when the sweet corn is planted in each planting period and ends at the earliest of:

- a. Total destruction of the insured crop on the unit;
- b. Discontinuance of harvest of sweet corn on the unit;
- c. The date harvest should have started on the unit on any acreage which has not been harvested;
- d. Completion of harvest on a unit; or
- e. Final adjustment of a loss on a unit.
- f. The calendar date for the end of the planting period contained in the actuarial table.

#### 7. Unit Division

All insurable sweet corn acreage, by planting period, that would otherwise be one unit, as defined in subsection 17.q. of the general crop insurance policy, may be divided into more than one unit if, for each proposed unit you maintain, written verifiable records of planted acreage and harvested production for a least the previous crop year. Acreage planted to the insured sweet corn must be located in separate, legally identifiable sections or, in the absence of section descriptions, on acreage identified by separate ASCS Farm Serial Numbers, provided:

- a. The boundaries of the section or ASCS Farm Serial Number are clearly identified, and the insured acreage can be easily determined; and
- b. The sweet corn is planted in such a manner that the planting pattern does not continue into an adjacent section or ASCS Farm Serial Number.

If you have a loss on any unit, production records for all harvested units, whether insured or uninsured, must be provided to us. Production that is commingled between optional units will cause those units to be combined for insurance purposes. If your sweet corn acreage is not divided into optional units as provided in this section, your premium amount will be reduced as provided by the actuarial table.

#### 8. Notice of Damage or Loss

In lieu of the notices required in subsections 8.a. (3), and (4) of the general crop insurance policy, in case of damage or probable loss you must give us written notice within three (3) days of the date of damage and indicate the cause of damage and whether a claim for indemnity is probable. In the event damage occurs within three (3) days of or during harvest, immediate notice stating the cause of damage and probability of a claim must be given to us. If a notice has been given, we must be notified of the expected time of harvest at the time of notice or not later than 72 hours before harvest begins, whichever is applicable.

#### 9. Claim for Indemnity

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

- (1) Multiplying the insured acreage by the amount of insurance per acre for the stage of plant growth as defined in subsection 4.c;
- (2) Subtracting therefrom the total dollar value of sweet corn production to be counted (see subsection 9.c.); and
- (3) Multiplying this result by your share.

b. In lieu of subsection 9.d. of the general crop insurance policy, if the information reported by you under section 3 of this endorsement results in a lower premium than the actual premium determined to be due, the amount of insurance on the unit will be computed on the information reported, but the value of all production from insurable acreage, whether or not reported as insurable, will count against the amount of insurance.

c. The total value of production to be counted for a unit will include the value for all harvested and appraised production.

(1) The total value of harvested production will be the greater of:

- (a) The dollar amount obtained by multiplying the number of 42 pound crates of sweet corn harvested on the unit by the minimum value shown for the planting period in the actuarial table; or
- (b) The dollar amount obtained by multiplying the number of 42 pound crates of sweet corn sold by the price per crate received minus the allowable cost established by the actuarial table (subtraction of the allowable cost from the price received may not result in an amount per crate less than zero).

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(2) The value of any appraised production will not be less than the dollar amount obtained by multiplying the appraised number of 42 pound crates of sweet corn by the minimum value per crate shown on the actuarial table for the planting period and will include:

- (a) The value of any potentially marketable production;
- (b) The value of unharvested production on harvested acreage and the value of any potential production lost due to uninsured causes; and
- (c) Not less than the final stage dollar amount of insurance per acre for any acreage abandoned or put to another use without prior written consent or which is damaged solely by an uninsured cause, or for which notice of damage was not given as required by section 8 of this endorsement and of the general crop insurance policy.

(3) Unharvested sweet corn damaged or defective due to insurable causes and which is not marketable sweet corn will not be counted as production.

(4) Any appraisal we have made on insured acreage for which we have given written consent to be put to another use will be considered production unless such acreage is:

- (a) Not put to another use before harvest of sweet corn becomes general in the county for the planting period and reappraised by us;
- (b) Further damaged by an insured cause and reappraised by us; or
- (c) Harvested.

d. A replanting payment is available in accordance with subsection 9.h. of the general crop insurance policy. The acreage to be replanted must have sustained a loss in excess of 25 percent of the plant stand. In lieu of subsection 9.h.(1)(c) of the general crop insurance policy, no replanting payment will be made on acreage on which a replanting payment has been made during the current planting period for the crop year. The replanting payment will not exceed the product obtained by multiplying \$65.00 per acre by your share.

**10. Cancellation and Termination Dates**

State and county	Cancellation and termination dates
Florida; Atkinson, Baker, Brantley, Camden, Colquitt, Cook, Early, Mitchell, and Ware Counties; Georgia and all Georgia counties south thereof which have a "fall planting period."	July 31
Alabama; all other Georgia counties and South Carolina.	February 15
All other states .....	April 15

**11. Contract Changes**

Contract changes will be available at your service office by April 30 preceding the cancellation date for Florida and Georgia Counties with a fall planting period, and by No-

vember 30 preceding the cancellation date in all other states.

**12. Meaning of Terms**

For the purposes of fresh market sweet corn crop insurance:

a. *Crop year* means the period within which the sweet corn is normally grown, beginning July 15 and continuing through the harvesting of the spring-planted sweet corn. It is designated by the calendar year in which spring-planted sweet corn is normally harvested.

b. *Cyclone* means a large-scale, atmospheric wind-and-pressure system (without regard to the time of year), named by the United States Weather Service and characterized by low pressure at its center and counterclockwise, circular wind motion, in which the minimum sustained surface wind (1-minute mean) is 34 knots (39 miles per hour) or more at the time of loss as recorded by the U.S. Weather Service reporting station nearest to the crop damage.

c. *Freeze* means the condition that exists when air temperature over a widespread area remains at or below 32 degrees Fahrenheit, and causes damage to plant tissue.

d. *Frost* means a deposit or covering of minute ice crystals formed from frozen water vapor which causes damage to plant tissue.

e. *Harvest* means the final picking of marketable sweet corn on the unit.

f. *Marketable sweet corn* means the sweet corn which meets the standards for grading U.S. #1 or better and will withstand normal handling and shipping.

g. *Planting period* means the period of time within the dates set by the actuarial table, and is designated as "fall-planting period," "winter-planting period," or "spring-planting period."

h. *Plant stand* means the number of live plants per acre before the plants were damaged due to insurable causes.

i. *Potential production* means the number of 42# crates of sweet corn which would have been produced per acre by the end of the insurance period.

j. *Sweet corn* means a type of corn with kernels containing a high percentage of sugar and adapted for table use.

k. *Sweet corn grown for direct consumer marketing* means sweet corn grown for the purpose of selling from the farm directly to the consumer without the intervention of a wholesaler, retailer, or packer.

[55 FR 21739, May 29, 1990, as amended at 62 FR 14783, Mar. 28, 1997]

**§ 401.139 Fresh market tomato (dollar plan) endorsement.**

The provisions of the Fresh Market Tomato Crop Insurance Endorsement