

§ 401.139

7 CFR Ch. IV (1-1-01 Edition)

(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

Federal Crop Insurance Corporation, USDA

§ 401.139

for the 1991 through the 1997 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Fresh Market Tomato (Dollar Plan) Endorsement

1. Insured Crop

a. The crop insured will be tomatoes (excluding plum and cherry-type tomatoes) planted for harvest as fresh market tomatoes.

b. In lieu of section 2.e.(11) of the general policy, we will insure newly cleared land planted to tomatoes.

c. In addition to the fresh tomatoes not insurable under section 2 of the general crop insurance policy we do not insure any acreage grown by any entity if that entity had not previously:

(1) Grown tomatoes for commercial sale; or
(2) Participated in the management of the tomato farming operation.

d. We do not insure any acreage of tomatoes:

(1) Grown for direct consumer marketing;
(2) Which is not irrigated;
(3) Which is not grown on plastic mulch unless allowed for by the actuarial table;
(4) On which tomatoes, peppers, eggplants, or tobacco have been grown and the soil was not fumigated or otherwise properly prepared before planting tomatoes;

(5) Which was planted to tomatoes the preceding planting period, unless the tomato plants of the preceding planting period were destroyed prior to reaching stage 2 production as defined in section 3 of this endorsement.

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) Excessive rain;
(2) Frost;
(3) Freeze;
(4) Hail;
(5) Fire;
(6) Tornado;
(7) Wind or excess precipitation occurring in conjunction with a cyclone; or
(8) 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 the 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 or insect infestation; or

(2) Failure to market the tomatoes unless such failure is due to actual physical damage from a cause specified in subsection 2.a.

3. Insurance Guarantees

a. The insurance guarantees per acre are by stages and increase at specified intervals, up to the final stage guarantee. The stages and guarantees are as follows:

(1) First stage is from planting until qualifying for stage 2. The first stage guarantee is 50 percent of the final stage guarantee.

(2) Second stage is 60 days (30 days for transplants) after planting, and until qualifying for stage 3. The second stage guarantee is 75 percent of the final stage guarantee.

(3) The third stage is 90 days (60 days for transplants) after planting until qualifying for the final stage. The third stage guarantee is 90 percent of the final stage guarantee.

(4) The final stage begins the earlier of 105 days (75 days for transplants) after planting, or the beginning of harvest.

b. Any acreage of tomatoes damaged to the extent that growers in the area would not further care for the tomatoes, will be deemed to have been destroyed even though the tomatoes continue to be cared for. The insurance guarantee for such acreage will be the guarantee for the stage in which such damage occurs.

4. Report of Acreage, Share, and Practice

In addition to the information required in section 3 of the general crop insurance policy, you must report the row width. You must report on or before the acreage reporting date for each planting period all the acreage of fall, winter, and spring-planted tomatoes as applicable in the county in which you have a share.

5. Annual Premium

The amount is computed by multiplying the final stage amount of insurance times the premium rate, times the insured acreage, times your share at the time of each planting, times any applicable premium adjustment percentage for which you may qualify (as shown in the actuarial table), because you have not selected optional units.

6. Insurance Period

In lieu of section 7 of the general crop insurance policy, insurance attaches on each unit when the tomatoes are planted in each planting period and ends at the earliest of:

a. Total destruction of the tomatoes on the unit;

b. Discontinuance of harvest of tomatoes on the unit;

c. The date harvest should have started on the unit on any acreage which will not be harvested;

d. 140 days after the date of direct seeding, transplanting, or replanting;

- e. Final harvest; or
- f. Final adjustment of a loss.

7. Unit Division

In addition to units defined in section 17 of the general crop insurance policy, insurable tomato acreage will contain units by planting period. Insurable tomato acreage which otherwise would be one unit as provided above, may be divided into two or more optional units. Written, verifiable records of planted and harvested acreage and production for each optional unit must be provided to us at our request. For optional unit division, acreage planted to the insured tomatoes must be located in separate, legally identifiable sections or, in the absence of section descriptions, on land identified by separate ASCS Farm Serial Numbers, provided:

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

If you have a loss on any unit, preharvest appraisals for that loss unit and production records for all harvested units, whether insured or uninsured, must be provided to us. Production that is commingled between optional units may cause those units to be combined. If your tomato 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

a. If a loss is anticipated by you on any unit within 15 days prior to or during harvest and you are going to claim an indemnity on any unit, you must give us notice not later than 72 hours after the earliest of:

- (1) Total destruction of the tomatoes on the unit;
- (2) Discontinuance of harvest of any acreage on the unit;
- (3) The date harvest would normally start if any acreage on the unit is not to be harvested; or
- (4) 140 days after the direct seeding, transplanting, or replanting of the tomatoes (see section 6).

b. You must not destroy any tomato acreage within a unit until inspected by us if an indemnity is to be claimed on the unit.

c. We may reject any claim for indemnity if you fail to comply with any of the requirements of this section or section 9.

9. Claim for Indemnity

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

(1) Multiplying the insured acreage by the amount of insurance, times the percentage for the stage of production defined in section 3;

(2) Subtracting therefrom the total value of production to be counted (see subsection 9.b.); and

(3) Multiplying this result by your share.

b. The total value of production to be counted for a unit will include 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 25-pound cartons of tomatoes harvested in the unit by \$3.00; or

(b) The dollar amount obtained by multiplying the number of 25-pound cartons of tomatoes sold by the price received minus allowable cost set by the actuarial table (however, such price must not be less than zero for any carton).

(2) The value of appraised production to be counted will include:

(a) The value of the potential production (see subsection 13.k.) on tomato acreage that has not been harvested the second time for ground-cultured tomatoes (the third time for staked tomatoes);

(b) The value of unharvested potential production in excess of 30 cartons after the second harvest for ground culture tomatoes (third harvest for staked tomatoes);

(c) The value of the potential production lost due to uninsured causes; and

(d) An amount not less than the 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.

The value of any appraised production will not be less than the dollar amount obtained by multiplying the number of 25-pound cartons of tomatoes appraised by \$3.00.

(3) 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 tomatoes 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.

c. A replanting payment is available under this endorsement. The acreage to be replanted must have sustained a loss in excess of 50 percent of the plant stand. The replanting payment per acre will be your actual cost per acre for replanting, but will not exceed the product obtained by multiplying \$175.00 per acre by your share.

10. Cancellation and Termination Date

The cancellation and termination date is July 31.

11. Contract Changes

All contract changes will be available at your service office by April 30 preceding the cancellation date.

12. Production Reporting Dates

The production reporting provision found in section 4 of the general crop insurance policy does not apply to this contract.

13. Meaning of Terms

For the purpose of tomato crop insurance:

a. *Acre* means 43,560 square feet of land on which row widths do not exceed 6 feet, or if row width exceeds 6 feet, the land on which at least 7260 linear feet rows are planted.

b. *Crop Year*, in lieu of the definition in the General Policy, means the period within which the tomatoes are normally grown beginning August 1 and continuing through harvesting of the spring-planted tomatoes and is designated by the calendar year in which the spring-planted tomatoes are normally harvested.

c. *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.

d. *Direct consumer marketing* means the method of selling tomatoes from the farm directly to the consumer without the intervention of a wholesaler, retailer, or packer.

e. *Excessive rain* means more than 10 inches of rain on the tomato field within a 24-hour period, after the tomatoes have been seeded or transplanted.

f. *Freeze* means the condition that exists when air temperatures over a widespread area remain at or below 32 degrees Fahrenheit, and cause damage to plant tissue.

g. *Frost* means a deposition or covering by minute ice crystals formed from frozen water vapor, which causes damage to plant tissue.

h. *Harvest* means the picking of marketable tomatoes on the unit.

i. *Mature green tomato* means a tomato which:

- (1) Has heightened gloss because of the waxy skin that cannot be torn by scraping;
- (2) Has well-formed, jelly-like substance in the locules;
- (3) Has seeds that are sufficiently hard so that they are pushed aside and not cut by a sharp knife in slicing; and
- (4) Shows no red color.

j. *Planting* means transplanting the tomato plants into the field or direct seeding in the field.

k. *Planting period* means tomatoes planted within the dates set by the actuarial table, as fall-planted, winter-planted, or spring-planted.

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

m. *Potential production* means the number of 25-pound cartons of mature green or ripe tomatoes with classification size of 6 × 7 (2³/₃₂ inch minimum diameter) or larger, which the tomato plants would produce or, would have produced per acre, by the end of the insurance period.

n. *Replanting* means performing the cultural practices necessary to replant insured acreage to tomatoes.

o. *Ripe Tomato* means a tomato which has a definite break in color from green to tannish-yellow, pink or red.

p. *Tomatoes grown for direct consumer marketing* means tomatoes initially intended for direct consumer marketing.

[55 FR 1783, Jan. 19, 1990, as amended at 62 FR 14777, Mar. 28, 1997]

§ 401.140 Pear endorsement.

The provisions of the Pear Crop Insurance Endorsement for the 1989 and subsequent crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION PEAR ENDORSEMENT

1. Insured Crop

a. The crop insured will be all pear varieties established as adapted to the area and classified as follows:

- (1) Type I: Green Bartlett; and
- (2) Type II: all others.

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

- (1) Of any type which has not produced an average of 4 tons per acre of first grade canning or U.S. number 1 pears in at least one of the four previous crop years;
- (2) Which we inspect and consider not acceptable; or
- (3) Which do not have production records acceptable to us.

2. Causes of Loss

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

- (1) Drought;
- (2) Earthquake;
- (3) Excess wind;
- (4) Fire;
- (5) Flood;
- (6) Freeze;
- (7) Frost;
- (8) Fruit-set failure;