

## 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 (2<sup>3</sup>/<sub>32</sub> 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;

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- (9) Hail;
  - (10) Volcanic eruption; or
  - (11) If applicable, 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, contained in section 1 of the general crop insurance policy, we will not insure against any loss of production due to fire if weeds and other forms of undergrowth have not been controlled or tree pruning debris has not been removed from the orchard. We also specifically do not insure against failure of the fruit to color properly, or 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, and Type (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. The date you must annually submit the acreage report is December 15 of the calendar year insurance attaches in California and January 15 of the calendar year the insured crop normally blooms in all other states.

**4. Production Reporting and Production Guarantees**

- a. In addition to the information required by section 4 of the general crop insurance policy, you must report by variety:
  - (1) The number of bearing trees;
  - (2) The number and age of trees per acre and the current planting pattern; and
  - (3) Any tree damage or change in farming practices which will or may reduce yields from previous levels.

**5. Annual Premium**

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

**6. Insurance Period**

- a. The calendar date on which insurance attaches is November 21.
- b. The calendar date for the end of the insurance period is the following applicable date of the calendar year in which the pears are normally harvested:

Variety	Date
Bartlett (green and red) .....	September 15.
Star Crimson (Crimson Red) .....	September 15.
all others .....	October 15.

**7. Unit Division**

a. Pear acreage that would otherwise be one unit, as defined in section 17 of the general crop insurance policy may be divided between type I and type II. However, alternating rows of, or interplanting of type I and II pears will not be divided into separate units.

b. Pear 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 further divided into more than one unit if:

- (1) You agree to pay an additional premium if provided for by the actuarial table;
- (2) For each proposed unit 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 timely filed to obtain an insurance guarantee; and
- (3) The acreage of insured pears is located on non-contiguous land.

c. 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.

**8. Notice of Damage or Loss**

In addition to the notices required in the general crop insurance policy and in case of damage or probable loss you must give us notice of the date and cause of damage within 10 days of such damage.

**9. Claim for Indemnity**

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

- (1) Multiplying the insured acreage by the production guarantee;
- (2) Multiplying this product by the price election;
- (3) Subtracting the dollar amount obtained by multiplying the total production to be counted (see subsection 9.c.) by the price election; and
- (4) Multiplying the result by your share.

b. If a unit contains acreage to which both type I and type II pear guarantees apply, the dollar amount of insurance and the dollar amount of production to be counted will be determined separately for each type and then added together to determine the total amount for the unit.

c. The total production to be counted for a unit will include:

(1) All harvested and appraised production that meets the following applicable U.S.D.A. grade standards except those pears specified in subsection 9.d.:

- (a) For Type I pears, first grade canning (under California Tree Fruit Agreement Standards) or U.S. Number 1 (under U.S. Standards for summer and fall pears) in California, or U.S. Number 1 (under either U.S.

standards for summer and fall pears or processing pears) in states other than California; or

(b) For Type II pears, U.S. Number 1 (under U.S. standards for summer and fall or winter pears); and

(2) All production that due to insurable causes does not meet the grade requirements in subsection 9.c.(1) but could be marketed for any use. The amount of such production to be counted will be determined by:

(a) Dividing the value of the pears per ton by the highest price election available for the insured type and;

(b) Multiplying the result by the number of tons of such pears.

c. The amount of size 180 and smaller pears in excess of 10 percent of the total production of a type will not be considered as production to count except under the provisions of subsection 9.c.(2) if the quantity of such pears is the result of an insured cause of loss. (This adjustment is not applicable to the Forelle, Seckel, or Winter Nelis varieties.)

d. Appraised production will include:

(1) Mature and potential production on unharvested acreage;

(2) Unharvested production on harvested acreage and potential production lost due to uninsured causes and failure to follow recognized good pear farming practices; and

(3) Not less than the guarantee for any pears which are abandoned, damaged solely by an uninsured cause, or destroyed by you without our consent.

e. Any appraisal we have made on insured acreage will be considered production to count unless such appraised production is:

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

(2) Harvested.

f. If you are going to claim an indemnity on any unit, all production must be inspected by us prior to the beginning of harvest and we must give you written consent prior to disposal or sale of any damaged fruit. If you fail to meet the requirements of this subsection all such production may be considered undamaged and included as production to count.

#### 10. Cancellation and Termination Dates

The cancellation and termination dates are November 20.

#### 11. Contract Changes

The date by which contract changes will be available in your service office is August 31 preceding the cancellati

#### 12. Meaning of Terms

a. *Crop year* means the period beginning with the date insurance attaches and extending through normal harvest time and is designated by the calendar year in which the pears are normally harvested.

b. *Excess wind* means a natural movement of air of sufficient velocity to separate pears from the trees.

c. *Freeze* means the condition that exists when air temperature over a widespread area fall to or below 32 degrees fahrenheit, and cause damage to plant tissue or fruit.

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

e. *Fruit-set failure* means failure of the pear trees to develop blossoms or set fruit due only to adverse weather conditions.

f. *Harvest* means the picking of pears from the trees or removing the fruit from the ground.

g. *Non-contiguous Land* means any land owned by you or rented by you for cash, a fixed commodity payment or any consideration other than a share in the insured crop, whose boundaries do not touch at any point. Land which is separated by a public or private right-of-way, waterway or irrigation canal will be considered to be touching (contiguous).

h. *Ton* means 2,000 pounds. All production in varying container sizes will be converted to tons.

[54 FR 7527, Feb. 22, 1989]

#### § 401.142 Raisin endorsement.

The provisions of the Raisin Crop Insurance Endorsement for the 1990 through 1996 crop years are as follows:

##### FEDERAL CROP INSURANCE CORPORATION

##### *Raisin Endorsement*

#### 1. Crop, Tonnage, and Share Insured

a. The crop insured will be raisins of grape varieties designated as insurable by the actuarial table.

b. The tonnage insured will be the tonnage in which you have a share (as reported by you or as determined by us, whichever we elect).

c. In lieu of subsection 2.c.(2) of the general crop insurance policy, for the purpose of determining the amount of indemnity, your share will not exceed your share at the time the raisins are removed from the vineyard.

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

(1) Laid on trays after September 8 in vineyards with north-south rows in Merced or Stanislaus Counties or after September 20 in all other instances;

(2) Made from table grape strippings; or

(3) Made from vines that have had manual, mechanical, or chemical treatment to produce table grape sizing.