

Federal Crop Insurance Corporation, USDA

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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.

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2. Causes of Loss

The insurance provided is against the unavoidable loss of production resulting from rain, occurring within the insurance period, while raisins are in the vineyard, on trays or in rolls, for drying unless limited by the actuarial table.

3. Report of Tray Count, Tonnage, and Share (Tonnage Report)

By execution of the application for insurance you authorize us to determine or verify the insured tonnage from records maintained by the raisin packer, raisin reconditioner, Raisin Administrative Committee established under the United States Department of Agriculture, or any other party who may have such records.

In lieu of section 3 of the general crop insurance policy, you must report on our form:

- a. For all raisins which are not damaged, the delivered tons of insured raisins produced in the county in which you have a share and your share as soon as delivery records are available, but in any event no later than March 1 following the crop year;
- b. For insured raisins which are damaged:
 - (1) The variety;
 - (2) The location of the vineyard;
 - (3) The number of trays upon which the raisins have been placed for drying; and
 - (4) Your share.
- c. You must report separately any tonnage that is not insurable. You must report if you do not have a share in any insurable tonnage in the county. This report must be submitted annually on or before March 1 of the year following the crop year. Indemnities may be determined on the basis of information you have submitted on this report. If you do not submit this report by the reporting date, we may determine by unit the insured tonnage and share or we may deny liability on any unit. Any report submitted by you may be revised only upon our approval. Errors in reporting units may be corrected by us to conform to applicable guidelines at the time of adjusting a loss.

4. Amounts of Insurance and Production Reporting

a. The amount of insurance for the unit will be determined by multiplying the insured tonnage times the amount of insurance per ton, times your share. Insured tonnage is determined for raisins:

- (1) Not damaged by rain, by the raisins delivered (delivered tons); or
- (2) Damaged by rain, by adding raisins delivered (delivered tons), if any, to any verifiable loss of production due to rain damage in the vineyard. Tray weights will only be used to establish raisin tonnage on trays or in rolls not removed from the vineyard.

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

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5. Annual Premium

The annual premium amount is computed by multiplying the amount of insurance per ton times the premium rate, times the insured tonnage, times your share on the date insurance attaches, times any applicable premium adjustment percentage shown on the actuarial table.

6. Insurance Period

In lieu of section 7 of the general crop insurance policy, insurance attaches at the time the raisins are placed on trays for drying and ends the earlier of:

- a. October 20;
- b. The date the raisins are boxed; or
- c. The date the raisins are removed from the vineyard.

7. Unit Division

a. Raisin acreage that would otherwise be one unit, as defined in section 17 of the general crop insurance policy, may be divided into units by grape variety.

b. Raisin 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, for each proposed (optional) unit:

- (1) You maintain written, verifiable records of raisin production for at least the previous crop year; and
- (2) The acreage of insured raisins is located on noncontiguous land.

If you have a loss on any unit, production records for all harvested units must be maintained and be made available to us at our request. Production that is commingled between optional units will cause those units to be combined.

8. Notice of Damage or Loss

In lieu of section 8 of the general crop insurance policy, if you are going to claim an indemnity on any unit, we must be given notice within 72 hours of the time the rain fell on the raisins. We may reject any claim for indemnity if such damage is not reported within 72 hours.

9. Claim for Indemnity

a. In lieu of subsection 9.a. of the general crop insurance policy any claim for indemnity must be submitted to us on our form not later than March 31 after the calendar date for the end of the insurance period.

b. In addition to the requirements in subsection 9.b. of the general crop insurance policy, we will not pay any indemnity unless we are allowed in writing to examine and obtain any records pertaining to the production and marketing of any raisins in which you have a share from the raisin packer, raisin reconditioner, Raisin Administrative Committee established under order of the United

States Department of Agriculture, or any other party who may have such records.

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

- (1) multiplying the insured tonnage of raisins by the amount of insurance per ton;
- (2) subtracting therefrom the total value of all insured damaged and undamaged raisins; and
- (3) multiplying this result by your share.

d. Undamaged raisins or raisins damaged solely by uninsured causes will be valued at the insurance price (see subsection 12.c.).

e. Raisins damaged partially by rain and partially by uninsured causes will be valued at the highest prices obtainable, adjusted for any reduction in value due to uninsured causes.

f. Raisins damaged by rain, but which are reconditioned and meet the Raisin Administrative Committee (RAC) standards for raisins, will be valued at the insurance price. An allowance for reconditioning will be deducted from the value only if you obtained our written consent prior to reconditioning. The allowance for reconditioning will be made only when the raisins have been inspected by the USDA and, due to rain damage while on the tray are found to contain mold, embedded sand, excessive moisture, or micro-organisms in excess of RAC tolerances.

The reconditioning allowance will be made based on the actual (unadjusted) weight of raisins to be reconditioned. Additionally, when raisins contain excessive moisture due to rain, the reconditioning allowances will be made only when the moisture is determined to be in excess of 18.0 percent and the raisins are wash-and-dry reconditioned. The maximum allowance for reconditioning is contained in the actuarial table, but the total reconditioning allowance will not exceed the value of the raisins after reconditioning. We may require you to recondition a representative sample of not more than 10 tons of raisins to determine if they meet RAC standards for marketable raisins. On the basis of determinations made after such sampling, we may require you to recondition all raisins, or we may value such raisins at the insurance price. If the representative sample does not meet RAC standards for marketable raisins, the cost of reconditioning the sample will be deducted from the total value of the raisins for the unit.

g. The value to count for any raisins produced on the unit and not removed from the vineyard will be the larger of the appraised salvage value or \$35.00 per ton. You must box and deliver any raisins that can be removed from the vineyard.

h. We may acquire all the rights and title to your share of any raisins damaged by rain. In such event, the raisins will be valued at "zero" in determining the amount of loss and we will have the right of ingress or

egress to the extent necessary to take possession of, care for, and remove such raisins.

i. Raisins destroyed without USDA inspection or put to another use without our consent will be valued at the amount of insurance.

10. Cancellation and Termination Dates

The cancellation and termination dates are July 31.

11. Contract Changes

The date by which contract changes will be available in your service office is April 30 preceding the cancellation date.

12. Meaning of Terms

a. *Crop year* means the calendar year in which the raisins are placed on trays for drying.

b. *Delivered ton* means a ton of raisins or raisin material delivered to a packer, processor, buyer or a reconditioner, before any adjustment for B and better maturity standards, and after adjustment for moisture over 16 percent and adjusted for substandard raisins over 5 percent. Raisin tonnage will be reduced 0.12 percent for each 0.10 percent moisture in excess of 16.0 percent.

c. *Insurance price* means the value established by us for raisin tonnage for the purpose of determining indemnities. This value is shown in the actuarial table.

d. *Noncontiguous 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).

e. *Raisins* mean specific varieties of grapes, designated insurable by the actuarial table, which have been laid on trays or are in rolls in the vineyard to dry.

f. *Raisin tonnage report* means a form prescribed by us for annually reporting all the tonnage of raisins in the county in which you have a share.

g. *Substandard* means a quality of raisins that fail to meet the requirements of U.S. Grade C except that layer or cluster raisins with seeds or Zante Currant raisins will be considered substandard if they fail to meet the requirements of U.S. Grade B.

h. *Table grapes* mean grapes which are grown for commercial sales as fresh grapes on acreage where the cultural practices to produce fresh marketable grapes were carried out.

i. *Ton* means 2,000 pounds. Raisin tonnage may be computed on the basis of one ton of raisins insured for every four and one-half tons of fresh grapes when first placed on trays for drying.

j. *USDA inspection* means the actual determination by a USDA inspector of all defects.

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Limited inspections or inspections on submitted samples are not considered "USDA inspections."

[54 FR 43275, Oct. 24, 1989, as amended at 62 FR 12070, Mar. 14, 1997]

§ 401.143 Florida citrus endorsement.

The provisions of the Florida Citrus Endorsement for the 1990 through 1997 crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION— FLORIDA CITRUS ENDORSEMENT

1. Insured Crop

a. The crop insured will be any of the following citrus types you elect:

Type I Early and mid-season oranges;

Type II Late oranges;

Type III Grapefruit for which freeze damage will be adjusted on a juice basis for white grapefruit and on a fresh-fruit basis for pink and red grapefruit;

Type IV Navel oranges, tangelos and tangerines;

Type V Murcott Honey Oranges (also known as Honey Tangerines) and Temple Oranges;

Type VI Lemons; or

Type VII Grapefruit for which freeze damage will be adjusted on a fresh basis for all grapefruit.

If you insure grapefruit, you must insure all of your grapefruit under a single type designation (type III or type VII). "Meyer Lemons" and oranges commonly known as "Sour Oranges" or "Clementines" will not be included in any of the insurable types of citrus.

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

(1) Which cannot be expected to mature each crop year within the normal maturity period for the type;

(2) Produced by trees that have not reached the tenth growing season after being set out, unless otherwise provided in the actuarial table or we agree to insure such citrus in writing;

(3) Of the Robinson tangerine variety, for any crop year in which you have elected to exclude such tangerines from insurance (you must elect this exclusion prior to April 30 preceding the crop year for which the exclusion is to become effective except that for the first crop year, you must elect this exclusion by the later of April 30 or the time you submit the application for insurance);

c. Upon our approval, you may elect to insure or exclude from insurance for any crop year any insurable acreage in any unit which has a potential of less than 100 boxes per acre. If you:

(1) Elect to insure such acreage, we will increase the potential to 100 boxes per acre when determining the amount of loss;

(2) Elect to exclude such acreage, we will disregard the acreage for all purposes related to this contract; or

(3) Do not elect to insure or exclude such acreage:

(a) We will disregard the acreage if the production is less than 100 boxes per acre; or

(b) If the production from such acreage is 100 or more boxes per acre, we will determine the percent of damage on all of the insurable acreage for the unit, but will not allow the percent of damage for the unit to be increased by including such acreage.

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

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) Fire;

(2) Freeze;

(3) Hail;

(4) Hurricane; or

(5) Tornado; 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 any loss of production due to:

(1) Any damage to the blossoms or trees;

(2) Fire, if weeds and other forms of undergrowth have not been controlled or tree pruning debris has not been removed from the grove;

(3) Inability to market the fruit as a direct result of quarantine, boycott, or refusal of any entity to accept production unless production has actual physical damage due to a cause specified in subsection 2.a.

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;

(1) Report the crop type; and

(2) Designate separately any acreage that is excluded under section 1 of this endorsement.

b. The date by which you must annually submit the acreage report is April 30 except for the first crop year, the report must be submitted by the later of April 30 or the time you submit the application for insurance.