

§ 422.8

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other legal entity, and wherever applicable, a State or a political subdivision or agency of a State.

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

k. *Service office* means the office servicing your contract as shown on the application for insurance or such other approved office as may be selected by you or designated by us.

l. *Tenant* means a person who rents land from another person for a share of the potatoes or a share of the proceeds therefrom.

m. *Unit* means all insurable acreage of potatoes in the county on the date of planting for the crop year:

- (1) In which you have a 100 percent share; or
- (2) Which is owed by one entity and operated by another entity on a share basis.

Land rented for cash, a fixed commodity payment, or any consideration other than a share in the potatoes on such land will be considered as owned by the lessee. Land which would otherwise be one unit may be divided according to applicable guidelines on file in your service office. Units will be determined when the acreage is reported. Errors in reporting units may be corrected by us to conform to applicable guidelines when adjusting a loss. We may consider any acreage and share thereof reported by or for your spouse or child or any member of your household to be your bona fide share or the bona fide share of any other person having an interest therein.

18. Descriptive Headings

The descriptive headings of the various policy terms and conditions are formulated for convenience only and are not intended to affect the construction or meaning of any of the provisions of the contract.

19. Determinations

All determinations required by the policy will be made by us. If you disagree with our determinations, you may obtain reconsideration of or appeal those determinations in accordance with Appeal Regulations.

20. Notices

All notices required to be given by you must be in writing and received by your service office within the designated time unless otherwise provided by the notice requirement. Notices required to be given immediately may be by telephone or in person and confirmed in writing. Time of the notice will be determined by the time of our receipt of the written notice.

21. Notwithstanding the terms of the crop insurance policy and any contract for crop insurance under the provisions of this part,

coverage under the terms of such crop insurance policy will be effective subject to the availability of appropriations.

[51 FR 5690, Feb. 18, 1986, as amended at 51 FR 29205-29207, Aug. 15, 1986; 51 FR 45296, Dec. 18, 1986; 52 FR 3214, Feb. 3, 1987; 52 FR 23425, June 22, 1987; 53 FR 6115, Mar. 1, 1988; 54 FR 20508, May 12, 1989; 54 FR 43277, Oct. 24, 1989; 55 FR 35888, Sept. 4, 1990; 58 FR 33508, June 18, 1993; 62 FR 65331, Dec. 12, 1997]

§ 422.8 Certified seed potato option amendment.

(a) Notwithstanding the provisions of § 422.7(d)(9)(e) of this part, an insured producer may, upon submission and approval of a Certified Seed Potato Option Amendment elect to insure all of the insurable acreage of potatoes grown for certified seed in which the insured has a share, under the provisions of the Certified Seed Potato Option Amendment. To be eligible for this amendment:

- (1) Insurance must be in effect under the provisions of the potato policy,
- (2) All potatoes grown for seed must be insured;
- (3) The insured must be a certified seed producer having acceptable production records; and
- (4) The management practices required for the production of certified seed potatoes as stated in the amendment must be met.

The Certified Seed Potato Option Amendment shall be applicable only for one crop year. A new amendment must be submitted for each subsequent crop year.

(b) For those insureds who elect to insure potatoes under this Amendment, all provisions of the Potato crop insurance policy shall apply except those in conflict with the amendment. The terms of the amendment are:

DEPARTMENT OF AGRICULTURE

FEDERAL CROP INSURANCE CORPORATION

Potato Crop Insurance Policy

Certified Seed Potato Option Amendment

Insured's Name _____
 Address _____

 Contract No. _____
 Crop Year _____
 Identification No. _____
 SSN — Tax — _____

Federal Crop Insurance Corporation, USDA

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When you submit this Amendment each crop year on or before the final date for accepting applications and we approve such amendment, your insurable acreage of potatoes grown for certified seed will be insured, if:

- 1. You are currently insured under the potato insurance program;
- 2. All potatoes which are grown for certified seed on insurable acreage are insured;
- 3. You are a person whose potatoes have qualified for entry into the Certified Seed program for the previous 3 years, (After initial approval, you will be exempt from this requirement provided you have discontinued participation in the program for not more than one crop year out of any three consecutive crop years);
- 4. You provide acceptable records of your certified seed potato acreage and production for at least the previous 3 years;
- 5. Potatoes for seed are not grown on the same land on which potatoes of the same variety as the seed potatoes have been grown more than 2 years out of the preceding 4 years;
- 6. Elite or high-grade foundation seed potatoes or seed potatoes having a winter test reading of not more than 3 percent common virus are used in planting; and
- 7. Your acreage insured for certified seed production is managed in accordance with standard practices and procedures required for certification as prescribed by the certifying agency and applicable state regulations regarding seed potato certification.

Your production guarantee and premium rate will be provided by the actuarial table for certified seed potatoes. If, due to insurable causes occurring within the insurance period, potato production will not qualify as certified seed on any insured certified seed potato acreage within a unit, we will pay you one dollar (\$1.00) per cwt., times your production guarantee for such acreage, times your share. Any production which will not qualify as certified seed because of your failure to carry out the standard practices and procedures required for certification will be considered lost due to uninsured causes.

Insurable acreage grown under the provisions of this amendment may be designated as a separate unit.

Any claim for indemnity on a unit must be submitted to us on our form no later than 10 working days after you receive your records from the certification agency.

All provisions of the potato policy not in conflict with this amendment are applicable.

This amendment is not continuous. A new amendment must be submitted each crop year to take advantage of the certified seed potato option.

The insured estimates that the Certified Seed Potato Acreage for the ___ crop year will be ___

Insured's Signature _____
Date _____

Corporation Representative's
Signature and Code Number _____
Date _____

Field Actuarial Office
Approval _____
Date _____

Following is the Privacy Act Statement found on the reverse side of the Certified Seed Potato Option Amendment:

**COLLECTION OF INFORMATION AND DATA
(PRIVACY ACT)**

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a)):

The authority for requesting the information to be supplied on this form is the Federal Crop Insurance Act, as amended (7 U.S.C. 1501 *et seq.*), and the regulations for insuring potatoes under the Potato Crop Insurance Regulations (7 CFR part 422). The information requested is necessary for the Federal Crop Insurance Corporation (FCIC) to process the amendment to insure certified seed potatoes, determine the correct premium and indemnity, and to determine the correct parties to the insurance contract. The information may be furnished to FCIC contract agencies and contract loss adjusters, reinsured companies, other U.S. Department of Agriculture agencies, Internal Revenue Service, Department of Justice, other State and Federal law enforcement agencies if litigation becomes necessary, a court in response to its orders, an administrative tribunal, or opposing counsel as evidence in the course of litigation.

Furnishing the Social Security Number is voluntary and no adverse action will result from failure to do so. Furnishing the information, other than the Social Security Number, is also voluntary; however, failure to furnish the correct, complete information requested, except the Social Security Number, may result in rejection of the amendment for insuring certified seed potatoes, and/or subsequent denial of any claim for indemnity which may be filed under such amendment or may substantially delay acceptance of the Certified Seed Potato Option Amendment, and any subsequent claim for indemnity.

§ 422.9 Quality potato option.

(a) Notwithstanding the provisions of subsection § 422.7(d)9.e. of this part, an insured producer may, upon submission to the Corporation or a reinsured company and subsequent approval of a Quality Potato Option (Option), elect to insure all insurable acreage of potatoes under this option. The Option is