

**§ 457.115**

- (1) Brownout;
- (2) Failure of the power supply unless such failure is due to an insurable cause of loss;
- (3) The inability to market the nursery plants as a direct result of quarantine, boycott, or refusal of a buyer to accept production;
- (4) Fire, where weeds and other forms of undergrowth in the vicinity of the building and on your property have not been controlled; or
- (5) Collapse or failure of buildings or structures.

**11. Duties in the Event of Damage or Loss**

In addition to your duties contained under section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions (§457.8), you must:

- (a) Obtain our written consent prior to:
  - (1) Destroying, selling or otherwise disposing of any plant inventory that is damaged; or
  - (2) Changing or discontinuing your normal growing practices with respect to care and maintenance of the insured plant inventory.
- (b) Upon our request, provide complete copies of your nursery plant inventory wholesale price list for the 12 month period immediately preceding the loss and your marketing records including plant shipping invoices for the same period.
- (c) Submit a claim for indemnity to us on our form, not later than 60 days after the earliest of:
  - (1) The date of your loss; or
  - (2) The end of the insurance period.

**12. Settlement of Claim**

- (a) The indemnity will be the amount calculated by us for each unit as follows:
  - (1) Subtracting field market value B from the lesser of:
    - (i) Field market value A; or
    - (ii) The highest monthly market value for the unit reported on the nursery plant inventory summary multiplied by .9;
  - (2) Subtracting the monthly loss deductible (not to exceed the remaining crop year loss deductible) from the product obtained in (1) above; and
  - (3) Multiplying the result by your share.
- (b) Individual insured losses occurring on the same unit during the crop year may be accumulated if each loss is reported and valued by us to satisfy the crop year loss deductible. Paragraph 12.(a)(2) will not apply to any subsequent individual loss determinations when the total amount of accumulated monthly loss deductibles is equal to or greater than the crop year loss deductible. Total indemnities for a unit will not exceed the amount of insurance for the unit.
- (c) The value of any insured plant inventory may be determined on the basis of our

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appraisals conducted after the end of the insurance period.

**13. Late and Prevented Planting**

The late and prevented planting provisions of the Basic Provisions are not applicable.

[60 FR 31378, June 15, 1995, as amended at 62 FR 65169, Dec. 10, 1997; 63 FR 50975, Sept. 24, 1998]

**§ 457.115 Nursery frost, freeze, and cold damage exclusion option.**

This is not a continuous option. Application for this option must be made on or before the sales closing date for each crop year this Option is to be in effect (see exception in item 2 below).

Insured's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Identification Number \_\_\_\_\_  
 SSN/EIN \_\_\_\_\_  
 Tax I.D. \_\_\_\_\_  
 Crop Year \_\_\_\_\_  
 Unit Number \_\_\_\_\_  
 Hardiness Zone \_\_\_\_\_

For the crop year designated above, the Nursery Crop Provisions (§457.114) are amended in accordance with the following terms and conditions:

- 1. You must have the Common Crop Insurance Policy Basic Provisions and Nursery Crop Provisions in force.
- 2. This option must be submitted to us on or before the final date for accepting applications for the crop year in which you wish to insure your nursery plant inventory under this option. If the provisions of paragraph 6.(f)(2) of the Nursery Crop Provisions apply, we may accept this option after the sales closing date, or we may allow additional plants to be added to this option after such date.
- 3. Executing this option does not reduce the premium rate for nursery crop insurance.
- 4. All provisions of the Basic Provisions (§457.8) and Nursery Crop Provisions (§457.114) not in conflict with this option are applicable.
- 5. Upon execution of this option, the following plant varieties will not have frost, freeze, or cold damage coverage on this unit because the mandatory (Risk Group A) or recommended (Risk Group B) over-wintering requirements will not be met.

Scientific name	Common name	Over-wintering requirements to be excluded

**Federal Crop Insurance Corporation, USDA**

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Scientific name	Common name	Over-wintering requirements to be excluded

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

Date \_\_\_\_\_

Insurance Company Representative's Signature and Code Number \_\_\_\_\_

Date \_\_\_\_\_

[60 FR 31380, June 15, 1995]

**§457.116 Sugarcane crop insurance provisions.**

The Sugarcane Crop Insurance Provisions for the 2004 and succeeding crop years are as follows:

UNITED STATES DEPARTMENT OF AGRICULTURE  
Federal Crop Insurance Corporation

*Sugarcane Crop Provisions*

If a conflict exists among the policy provisions, the order of priority is as follows: (1) The Catastrophic Risk Protection Endorsement, if applicable; (2) the Special Provisions; (3) these Crop Provisions; and (4) the Basic Provisions with (1) controlling (2), etc.

**1. Definitions**

*Crop year*—The period within which the insured sugarcane is normally grown and designated by the calendar year in which the harvest of sugarcane normally begins in the county.

*Harvest*—Cutting and removing the mature sugarcane from the field.

*Irrigated practice*—A method of producing a crop by which water is artificially applied during the growing season by appropriate systems and at the proper times, with the intention of providing the quantity of water needed to produce at least the yield used to establish the irrigated production guarantee on the irrigated acreage planted to the insured crop.

*Local market price*—The price per pound for raw sugar offered by buyers in the area in which you normally market the sugarcane.

*Plant cane*—The insured crop which grows from seed planted for the crop year.

*Stubble cane*—The insured crop which grows from the stubble of sugarcane that was harvested the previous crop year.

*Sugarcane.* The grass, *Saccharum officinarum*, that is grown to produce sugar.

**2. Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities**

(a) In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions (§457.8), you may select only one price election for all the sugarcane in the county insured under this policy.

(b) Instead of reporting your sugarcane production for the previous crop year as required by subsection 3.(c) of the Basic Provisions (§457.8), there is a lag period of one year and you are required to report production from two crop years previously, e.g., 1994 crop year production must be reported by the required date for the 1996 crop year.

**3. Contract Changes.**

In accordance with section 4 of the Basic Provisions (§457.8), the contract change date is June 30 preceding the cancellation date.

**4. Cancellation and Termination Dates**

In accordance with section 2 of the Basic Provisions (§457.8), the cancellation and termination dates are September 30.

**5. Insured Crop.**

(a) In accordance with section 8 of the Basic Provisions (§457.8), the crop insured will be all the sugarcane in the county for which a premium rate is provided by the actual documents:

- (1) In which you have a share;
- (2) That is grown for processing for sugar or for seed; and
- (3) That is not interplanted with another crop, unless allowed by a written agreement.

(b) In addition to the crop listed as not insured in section 8(b) of the Basic Provisions (§457.8), we will not insure any sugarcane:

- (1) That was damaged the previous crop year to the extent the sugarcane is unable to produce the yield used to establish the production guarantee for the unit for the current crop year; or
- (2) That exceeds the age limitations (by variety, if applicable) contained in the Special Provisions, unless we agree in writing to insure such acreage. An agreement in writing will not be provided unless, after an appraisal, we determine that the crop is able to produce at least the yield used to establish the production guarantee for the unit for the current crop year.

**6. Insurable Acreage.**

Section 9(a)(3) of the Basic Provisions (§457.8), is not applicable to the Sugarcane Crop Insurance Provisions.

**7. Insurance Period.**

(a) In addition to the provisions of section 11 of the Basic Provisions (§457.8), insurance attaches: