

b. *ASCS* means the Agricultural Stabilization and Conservation Service of the United States Department of Agriculture.

c. *Carryover tobacco* means any tobacco on hand from the previous year's production.

d. *County* means the county shown on the application and:

(1) Any additional land located in a local producing area bordering on the county, as shown by the actuarial table; and

(2) Any land identified by an ASCS Farm Serial Number for the county but physically located in another county.

e. *Crop year* means the period within which the tobacco is normally grown and will be designated by the calendar year in which the tobacco is normally harvested.

f. *Effective poundage marketing quota* means the farm marketing quota as established and recorded by ASCS.

g. *Farm yield* means the yield per acre used by ASCS in establishing the basic farm marketing poundage quota for the tobacco farm, unless we have established a yield for the farm in the actuarial table.

h. *Harvest* means the completion of cutting of tobacco on any acreage from which acreage at least 20 percent of the amount of tobacco in pounds per acre (obtained by multiplying the applicable insured poundage quota for the unit by the applicable percentage of guarantee shown in the actuarial table for such acreage and dividing this result by the insured acreage in the unit) is cut.

i. *Insurable acreage* means that acreage planted to an insurable type of tobacco excluding any acreage designated as noninsurable by the actuarial table.

j. *Insured* means the person who submitted the application accepted by us.

k. *Loss ratio* means the ratio of indemnity(ies) to premium(s).

l. *Market Price* for a crop year means the average auction price for the applicable type (less six cents per pound for warehouse charges) in the belt or area. The market price will be designated by the actuarial table.

m. *Person* means an individual, partnership, association, corporation, estate, trust, or other business enterprise or legal entity, and wherever applicable, a State, a political subdivision of a State, or any agency thereof.

n. *Planting* means transplanting the tobacco plant from the bed to the field.

o. *Rounded* means rounding up for $\frac{1}{2}$ and above and rounding down for less than $\frac{1}{2}$.

p. *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.

q. *Support price per pound* means the average price support level per pound for the insured type of tobacco as announced by the

United States Department of Agriculture under the tobacco price support program. For any crop year in which a price support for the insured type is not in effect, the market price for that crop year will be used.

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

s. *Unit* means all insurable acreage of an insurable type of tobacco in the county in which you have an insured share on the date of planting for the crop year and which is identified by a single ASCS Farm Serial Number at the time insurance first attaches under this policy for the crop year. Units will be determined when the acreage is reported. We may reject or modify any ASCS reconstitution for the purpose of unit definition if the reconstitution was in whole or part to defeat the purpose of the Federal Crop Insurance Program or to gain disproportionate advantage under this policy. Errors in reporting units may be corrected by us when adjusting a loss.

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.

[50 FR 2951, Jan. 23, 1985, as amended at 50 FR 49027, Nov. 29, 1985; 50 FR 52758, Dec. 26, 1985; 51 FR 7546, Mar. 5, 1986; 51 FR 29205—29207, Aug. 15, 1986; 51 FR 45296, Dec. 18, 1986; 52 FR 3214, Feb. 3, 1987; 52 FR 6775, Mar. 5, 1987; 54 FR 20372, May 11, 1989; 55 FR 35888, Sept. 4, 1990]

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