

e. *Crop year* means the period beginning with the date insurance attaches and extending through the normal harvest time and will be designated by the calendar year in which the peaches are normally harvested.

f. *Cyclone* means only a large-scale, atmospheric wind-and-pressure system characterized by low pressure at its center and counterclockwise circular wind motion which has been named by the United States Weather Service and which has sustained winds in excess of 58 miles per hour at the nearest U.S. Weather Service reporting station to the crop damage at the time of the crop damage.

g. *Freeze* means the condition that exists when air temperatures over a widespread area remain at or below 32 degrees Fahrenheit.

h. *Frost* means the condition that exists when the air temperature around the plant falls to 32 degrees Fahrenheit or below.

i. *Harvest* means the picking of mature peaches from the trees either by hand or machine.

j. *Insurable acreage* means the land classified as insurable by us and shown as such by the actuarial table.

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

l. *Loss ratio* means the ratio of indemnity to premium.

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

n. *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.

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

p. *Unit* means all insurable acreage of peaches in the county on the date insurance attaches for the crop year:

(1) In which you have a 100 percent share; or

(2) Which is owned 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 peaches 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.

[50 FR 43648, Oct. 29, 1985, as amended at 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 24320, June 7, 1989; 55 FR 35888, Sept. 4, 1990; 62 FR 39923, July 25, 1997]

PART 404 [RESERVED]

PART 405—APPLE CROP INSURANCE REGULATIONS FOR THE 1986 THROUGH THE 1998 CROP YEARS

Sec.

- 405.1 Availability of apple crop insurance.
- 405.2 Premium rates, production guarantees, coverage levels, and prices at which indemnities shall be computed.
- 405.3 OMB control numbers.
- 405.4 Creditors.
- 405.5 Good faith reliance on misrepresentation.
- 405.6 The contract.
- 405.7 The application and policy.
- 405.8 Apple fresh fruit option.
- 405.9 Apple sunburn option.

AUTHORITY: 7 U.S.C. 1506(l), 1506(p).

SOURCE: 50 FR 43655, Oct. 29, 1985, unless otherwise noted.