§ 457.110

The average percentage of raw sugar will be determined from tests performed by the processor at the time of delivery. If individual tests of raw sugar content are not made at the time of delivery, the average percent of raw sugar may be based on the results of previous tests performed by the processor during the crop year if it is determined that such results are representative of the total production. If not representative, the average percent of raw sugar will equal the raw sugar content percent shown in the Special Provisions.

(e) Harvested production or unharvested production that is appraised after the earliest delivery date that the processor accepts harvested production and that does not meet the minimum acceptable standards contained in the sugar beet processor contract due to an insured peril will be converted to standardized tons by:

(1) Dividing the gross dollar value of all of the damaged sugar beets on the unit (including the value of cooperative stock, patronage refunds, etc.) by the local market price per pound on the earlier of the date such production is sold or the date of final inspection for the unit;

(2) Dividing that result by 2,000; and

(3) Dividing that result by the county average raw sugar factor contained in the Special Provisions for this purpose.

For example, assume that the total dollar value of the damaged sugar beets is $6,000.00; the local market price is $0.10; and the county average raw sugar factor is 0.15. The amount of production to count would be calculated as follows: (($6,000.00 + $0.10) ÷ 2,000) ÷ 0.15 = 200 tons.

14. Late and Prevented Planting

The late planting provisions contained in section 16 of the Basic Provisions are not applicable in California counties with a July 15, cancellation date.

15. Prevented Planting

(a) The prevented planting provision contained in section 17 of the Basic Provisions are not applicable in California counties with a July 15, cancellation date.

(b) Except in those counties indicated in section 15(a), your prevented planting coverage will be 45 percent of your production guarantee for timely planted acreage. If you have limited or additional levels of coverage, as specified in 7 CFR part 400, subpart T, and pay an additional premium, you may increase your prevented planting coverage to a level specified in the actuarial documents.

7 CFR Ch. IV (1–1–11 Edition)

§ 457.110 Fig crop insurance provisions.

The Fig Crop Insurance Provisions for the 2001 and succeeding crop years are as follows:

UNITED STATES DEPARTMENT OF AGRICULTURE

Federal Crop Insurance Corporation

Fig 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

Harvest—The picking of the figs from the trees or ground by hand or machine for the purpose of removal from the orchard.

Interplanted—Acreage on which two or more crops are planted in any form of alternating or mixed pattern.

Manufacturing grade production—Production that meets the minimum grade standards and is defined as “manufacturing grade” by the Marketing Order for Dried Figs, as amended, which is in effect on the date insurance attaches.

 Marketable figs—Figs that grade manufacturing grade or better in accordance with the Marketing Order for Dried Figs, as amended, which is in effect on the date insurance attaches.

Substandard production—Production that does not meet minimum grade standards and is defined as “substandard” by the Marketing Order for Dried Figs, as amended, which is in effect on the date insurance attaches.

2. Unit Division

(a) A basic unit, as defined in section 1 of the Basic Provisions, will be divided into additional basic units by each fig type designated in the Special Provisions.

(b) Provisions in the Basic Provisions that allow optional units by section, section equivalent, or FSA farm serial number and by irrigated and non-irrigated practices are not applicable. Optional units may be established only if each optional unit is located on non-contiguous land, unless otherwise allowed by written agreement.

3. Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities

(a) In addition to the requirements under section 3 of the Basic Provisions, you may select only one price election for each fig type designated in the Special Provisions and insured in the county under this policy.

(b) You may not increase your elected or assigned coverage level or the ratio of your

178
price election to the maximum price election if a cause of loss that could or would reduce
the yield of the insured crop has occurred prior to the time you request the increase.
(c) You must report, by the production reporting date designated in section 3 of the
Basic Provisions, by type if applicable:
   (1) Any damage, removal of trees, change in practices, or any other circumstance that
may reduce the expected yield below the yield upon which the insurance guarantee is
based, and the number of affected acres;
   (2) The number of bearing trees on insurable and uninsurable acreage;
   (3) The age of the trees and the planting pattern;
   (4) For the first year of insurance for acreage interplanted with another perennial
crop, and anytime the planting pattern of such acreage is changed, the age of the crop
that is interplanted with the figs, and type if applicable, and the planting pattern; and
   (5) Any other information that we request in order to establish your approved yield. We
will reduce the yield used to establish your production guarantee as necessary, based on
our estimate of the effect of the following: Interplanted perennial crop; removal of
trees; damage; change in practices and any other circumstance on the yield potential of
the insured crop. If you fail to notify us of any circumstance that may reduce your
yields from previous levels, we will reduce your production guarantee as necessary at
any time we become aware of the circumstance.

4. Contract Changes
The contract change date is October 31 preceding the cancellation date (see the provi-
sions under section 4 (Contract Changes) of the Basic Provisions (§457.8)).

5. Cancellation and Termination Dates
The cancellation and termination dates are February 28.

6. Report of Acreage
By applying for fig crop insurance, you au-
thorize us to have access to and to determine
or verify your production and acreage from
records maintained by the California Fig Ad-
visory Board and the fig packer.

7. Insured Crop
The crop insured will be all the commer-
cially grown dried figs that are grown in the
county on insurable acreage, and for which a
premium rate is provided by the actuarial
documents:
   (a) In which you have a share;
   (b) That are grown for harvest as dried
figs;
   (c) That are irrigated;
   (d) That have reached the seventh growing
season after being set out; and
   (e) For which acceptable production
records for at least the previous crop year
are provided;
   (f) That are not figs:
   (1) Grown on acreage with less than 90 per-
cent of a stand based on the original plant-
ing pattern unless we agree, in writing, to
insure such figs;
   (2) Which we inspect and consider not ac-
ceptable;
   (3) Grown for the crop year the application
is filed unless inspected and accepted by us;
or
   (4) Grown on acreage acquired for the crop
year unless such acreage has been inspected
and accepted by us.

8. Insurable Acreage
In lieu of the provisions in section 9 of the
Basic Provisions, that prohibit insurance at-
taching to a crop planted with another crop,
figs interplanted with another perennial crop
are insurable unless we inspect the acreage
and determine that it does not meet the re-
minder contained in your policy.

9. Insurance Period
(a) In accordance with the provisions of
section 11 of the Basic Provisions:
   (1) Coverage begins on March 1, except that
for the year of application, if your applica-
tion is received after February 19 but prior
to March 1, insurance will attach on the 10th
day after your properly completed applica-
tion is received in our local office, unless we
inspect the acreage during the 10 day period
and determine that it does not meet insur-
ability requirements. You must provide any
information that we require for the crop or
to determine the condition of the orchard.
   (2) The calendar date for the end of the in-
surance period for each crop year is October
31 or the date harvest of the figs (by type)
should have started on any acreage that will
not be harvested (Exceptions, if any, for spe-
cific counties or varieties or varietal group
are contained in the Special Provisions).
(b) Notwithstanding paragraph (a)(1) of
this section, for each subsequent crop year
that the policy remains continuously in
force, coverage begins on the day imme-
diately following the end of the insurance pe-
riod for the prior crop year. Policy cancella-
tion that results solely from transferring to
a different insurance provider for a subse-
quent crop year will not be considered a
break in continuous coverage.
(c) If your fig policy is canceled or termi-
nated for any crop year, in accordance with
the terms of the policy, after insurance at-
tached for that crop year but on or before the
cancellation and termination dates whichever is later, insurance will not be con-
sidered to have attached for that crop year
and no premium, administrative fee, or in-
demnity will be due for such crop year.
10. Causes of Loss

(a) In addition to the provisions under section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), any loss covered by this policy must occur within the insurance period. The specific causes of loss for figs are:

(1) Adverse weather conditions;
(2) Earthquake;
(3) Fire;
(4) Volcanic eruption;
(5) Wildlife; or
(6) Failure of the irrigation water supply.

(b) In addition to the cause of loss not insured against contained in section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), we will not insure against:

(1) Any loss of production due to fire, where weeds and other forms of undergrowth have not been controlled or tree pruning debris has not been removed from the grove; or
(2) The inability to market the fruit as a direct result of quarantine, boycott, or refusal of any entity to accept production.

11. Settlement of Claim

(a) We will determine your loss on a unit basis. In the event you are unable to provide records of production that are acceptable to us for any:

(1) Optional unit, we will combine all optional units for which acceptable records of production were not provided; or
(2) Basic unit, we will allocate any mingled production to such units in proportion to our liability on the harvested acreage for each unit.

(b) In the event of loss or damage covered by this policy, we will settle your claim by:

(i) Dividing the value per pound received for such substandard production by the highest price election available for the insured type; and
(ii) Multiplying the result (not to exceed 1) by the number of pounds of such substandard production by the highest price election available for the insured type.

(c) The total production (pounds) to count:

(i) Multiplying the insured acreage by the production guarantee;
(ii) Subtracting from this the total production to count;
(iii) Multiplying the remainder by your price election; and
(iv) Multiplying this result by your share.

12. Late and Prevented Planting

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