§ 457.108

considered marketable. The percent of damage for the marketable citrus fruit (excluding citrus fruit sold as fresh or damaged due to uninsured causes) will be determined by:

(1) Subtracting the juice content of the marketable citrus fruit (excluding citrus fruit sold as fresh or damaged due to uninsured causes) from:

(a) The average juice content of the fruit produced on the unit for the three previous crop years based on your records, if they are acceptable to us; or

(b) The default juice content provided in the Special Provisions, if at least three years of acceptable juice records are not furnished or the citrus fruit is insured as fresh;

(2) Subtracting the juice content of the marketable citrus fruit (excluding citrus fruit sold as fresh or damaged due to uninsured causes) from the official weight per box for the applicable commodity type provided in the Special Provisions;

(3) Dividing the result of section 10(d)(1) by the result of 10(b)(2);

(4) Dividing the official weight per box for the applicable commodity type provided in the Special Provisions by:

(a) The average juice content of the fruit produced on the unit for the three previous crop years based on your records, if they are acceptable to us; or

(b) The default juice content provided in the Special Provisions, if at least three years of acceptable juice records are not furnished or the citrus fruit is insured as fresh; and

(5) Multiplying the result of section 10(b)(3) by the result of 10(b)(4); and

(6) For citrus fruit insured as fresh that has a Fresh Fruit Factor listed in the Special Provisions, making an additional adjustment to the percent of damage by:

(a) Subtracting the result of section 10(d)(5) from 100;

(b) Multiplying the result of section 10(d)(6) by the applicable Fresh Fruit Factor located in the Special Provisions; and

c) Adding the result of section 10(d)(6)(ii) to the result of section 10(d)(5).

(7) Notwithstanding section 10(d), for citrus fruit insured as fresh that do not have a Fresh Fruit Factor listed in the Special Provisions, any individual citrus fruit not meeting the applicable United States Standards for packing as fresh fruit due to an insured cause of loss will be considered 100 percent damaged, except that the percent of damage for any production sold for an alternative use will be adjusted in accordance with section 10(d).

* * * * *

§ 457.108 Sunflower seed crop insurance provisions.

The sunflower seed crop insurance provisions for the 2011 and succeeding crop years are as follows:

DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation

Sunflower Seed Crop Provisions

1. Definitions

Harvest. Combining or threshing the sunflowers for seed.

Local market price. The cash seed price per pound for oil type sunflower seed grading U.S. No. 2, or non-oil type sunflower seed with a test weight of at least 22 pounds per bushel and less than five percent (5%) kernel damage, offered by buyers in the area in which you normally market the sunflower seed. The local market price for oil type sunflower seed will reflect the maximum limits of quality deficiencies allowable for the U.S. No. 2 grade of sunflower seed. Factors not associated with grading of sunflower seed under the Official United States Standards for Grain including, but not limited to, oil or moisture content will not be considered.

Planted acreage. In addition to the definition contained in the Basic Provisions, sunflower seed must initially be planted in rows far enough apart to permit mechanical cultivation, unless otherwise provided by the Special Provisions, actuarial documents, or by written agreement.

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

In addition to the requirements of section 3 of the Basic Provisions, you must elect to insure your sunflowers with either revenue protection or yield protection by the sales closing date.

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date.

4. Cancellation and Termination Dates

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are March 15.

5. Insured Crop

In accordance with section 8 of the Basic Provisions, the crop insured will be all the oil and non-oil type sunflower seed in the county for which a premium rate is provided by the actuarial documents:

(a) In which you have a share; and

(b) That is planted for harvest as sunflower seed; and
(c) That is not (unless a written agreement
allows otherwise):
(1) Interplanted with another crop; or
(2) Planted into an established grass or leg-
ume.

6. Insurable Acreage

In addition to the provisions of section 9 of
the Basic Provisions:
(a) We will not insure any acreage which
does not meet the rotation requirements
shown in the Special Provisions; and
(b) Any acreage of the insured crop dam-
aged before the final planting date, to the ex-
tent that a majority of producers in the area
would not normally further care for the crop,
must be replanted unless we agree that it is
not practical to replant.

7. Insurance Period

In accordance with the provisions of sec-
tion 11 of the Basic Provisions, the calendar
date for the end of the insurance period is
November 30, immediately following plant-
ing.

8. Causes of Loss

In accordance with the provisions of sec-
tion 12 of the Basic Provisions, insurance is
provided only against the following causes of
loss which occur within the insurance period:
(a) Adverse weather conditions;
(b) Fire;
(c) Insects, but not damage due to insuffi-
cient or improper application of pest control
measures;
(d) Plant disease, but not damage due to insuffi-
cient or improper application of disease
control measures;
(e) Wildlife;
(f) Earthquake;
(g) Volcanic eruption;
(h) Failure of the irrigation water supply
due to a cause of loss specified in sections
8(a) through (g) that also occurs during the
insurance period; or
(i) For revenue protection, a change in the
harvest price from the projected price, un-
less FCIC can prove the price change was the
direct result of an uninsured cause of loss
specified in section 12(a) of the Basic Provi-
sions.

9. Replanting Payments

(a) A replanting payment is allowed as fol-
lows:
(1) In lieu of provisions in section 13 of the
Basic Provisions that limit the amount of a
replant payment to the actual cost of re-
planting, the amount of any replanting pay-
ment will be determined in accordance with
these Crop Provisions;
(2) Except as specified in section 9(a)(1),
you must comply with all requirements re-
garding replanting payments contained in
section 13 of the Basic Provisions; and
(3) The insured crop must be damaged by
an insurable cause of loss to the extent that
the remaining stand will not produce at least
90 percent of the production guarantee for
the acreage.
(b) Unless otherwise specified in the Spe-
cial Provisions, the amount of the replanting
payment per acre will be the lesser of 20 per-
cent of the production guarantee or 175
pounds, multiplied by your projected price,
multiplied by your share.
(c) When the crop is replanted using a prac-
tice that is uninsurable for an original plant-
ing, the liability for the unit will be reduced
by the amount of the replanting payment.
The premium amount will not be reduced.
(d) If the acreage is replanted to an insured
crop type that is different than the insured
crop type originally planted on the acreage:
(1) The production guarantee, premium,
and projected price and harvest price, as ap-
licable, will be adjusted based on the re-
planted type;
(2) Replanting payments will be calculated
using your projected price and production
guarantee for the crop type that is replanted
and insured; and
(3) A revised acreage report will be re-
quired to reflect the replanted type, as appli-
cable.

10. Duties in the Event of Damage or Loss

Representative samples are required in ac-
cordance with section 14 of the Basic Provi-
sions.

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 op-
tional units for which acceptable records of
production were not provided; or
(2) Basic unit, we will allocate any com-
mingled production to such units in propor-
tion 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:
(1) Multiplying the number of insured acres
by your respective:
(i) Yield protection guarantee (per acre) if
you elected yield protection; or
(ii) Revenue protection guarantee (per
acre) if you elected revenue protection;
(2) Totaling the results of section 11(b)(1)(i)
or 11(b)(1)(ii), whichever is applicable;
(3) Multiplying the production to count by
your:
(i) Projected price if you elected yield pro-
tection; or
(ii) Harvest price if you elected revenue
protection;
(4) Totaling the results of section 11(b)(3)(i)
or 11(b)(3)(ii), whichever is applicable;
§ 457.108

(5) Subtracting the result of section 11(b)(4) from the result of section 11(b)(2); and
(6) Multiplying the result of section 11(b)(5) by your share.

For example:
You have 100 percent share in 50 acres of sunflowers in the unit with a production guarantee (per acre) of 1,250 pounds, your projected price is $1.11, your harvest price is $1.12, and your production to count is 54,000 pounds.

If you elected yield protection:
(1) 50 acres ∗ (1,250 pound production guarantee ∗ $1.11 projected price) = $6,875.00 value of the production guarantee
(2) $6,875.00 ∗ $1.12 harvest price = $7,500.00 revenue protection guarantee
(3) $40,000 pound production to count ∗ $1.11 projected price = $45,940.00 value of production to count
(4) $6,875.00 − $5,940.00 = $935.00 indemnity; or
If you elected revenue protection:
(1) 50 acres ∗ (1,250 pound production guarantee ∗ $1.12 harvest price) = $7,500.00 revenue protection guarantee
(2) $40,000 pound production to count ∗ $1.12 harvest price = $6,480.00 value of the production to count
(3) $7,500.00 − $6,480.00 = $1,020.00 indemnity
(4) $1,020.00 ∗ 1.000 share = $1,020.00 indemnity.

(c) The total production to count (in pounds) from all insurable acreage on the unit will include:
(1) All appraised production as follows:
(i) For yield protection, not less than the production guarantee, and for revenue protection, not less than the amount of production that when multiplied by the harvest price equals the revenue protection guarantee (per acre) for acreage:
(A) That is abandoned;
(B) Put to another use without our consent;
(C) Damaged solely by uninsured causes; or
(D) For which you fail to provide records of production that are acceptable to us;
(ii) Production lost due to uninsured causes;
(iii) Unharvested production (mature unharvested production may be adjusted for quality deficiencies and excess moisture in accordance with subsection 11(d)); and
(iv) Potential production on insured acreage you want to put to another use or you wish to abandon and no longer care for, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end if you put the acreage to another use or abandon the crop. If agreement on the appraised amount of production is not reached:
(A) If you do not elect to continue to care for the crop, we may give you consent to put the acreage to another use if you agree to leave intact, and provide sufficient care for, representative samples of the crop in locations acceptable to us, (The amount of production to count for such acreage will be based on the harvested production or appraisals from the samples at the time harvest should have occurred. If you do not leave the required samples intact, or you fail to provide sufficient care for the samples, our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of production to count.); or
(B) If you elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested production, or our reappraisal if additional damage occurs and the crop is not harvested; and
(2) All harvested production from the insurable acreage.

(d) Mature sunflower seed production may be adjusted for excess moisture and quality deficiencies. If moisture adjustment is applicable, it will be made prior to any adjustment for quality.

(1) Production will be reduced by 0.12 percent for each 0.1 percentage point of moisture in excess of ten percent (10%). We may obtain samples of the production to determine the moisture content.

(2) Production will be eligible for quality adjustment if:
(i) Deficiencies in quality result in:
(A) Oil type sunflower seed not meeting the grade requirements for U.S. No. 2 (grades U.S. sample grade) because of test weight, kernel damage (excluding heat damage), or a musty, sour or commercially objectionable foreign odor; or
(B) Non-oil type sunflower seed having a test weight below 22 pounds per bushel or kernel damage (excluding heat damage) in excess of five percent (5%) or a musty, sour or commercially objectionable foreign odor; or
(ii) Substances or conditions are present that are identified by the Food and Drug Administration or other public health organizations of the United States as being injurious to human or animal health.
(3) Quality will be a factor in determining your loss only if:
(i) The deficiencies, substances, or conditions, resulted from a cause of loss against which insurance is provided under these crop provisions and within the insurance period;
(ii) All determinations of these deficiencies, substances, or conditions are made using samples of the production obtained by us or by a disinterested third party approved by us;
(iii) With regard to deficiencies in quality (except test weight, which may be determined by our loss adjustor), the samples are analyzed by:
(A) A grain grader licensed under the United States Grain Standards Act or the United States Warehouse Act;
Federal Crop Insurance Corporation, USDA


The Sugar Beet Crop Insurance Provisions for the 1998 and succeeding crop years in countries with a contract change date of November 30, and for the 1999 and succeeding crop years in countries with a contract change date of April 30, are as follows:

FCIC Policies

UNITED STATES DEPARTMENT OF AGRICULTURE

Federal Crop Insurance Corporation

Reinsured policies

(Appropriate title for insurance provider)

Both FCIC and Reinsured Policies

Sugar Beet 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. In Imperial, Lassen, Modoc, Shasta and Siskiyou counties, California and all other States, the period within which the sugar beets are normally grown, which is designated by the calendar year in which the sugar beets are normally harvested. In all other California counties, the period from planting until the applicable date for the end of the insurance period which is designated by:

(a) The calendar year in which planted if planted on or before July 15; or
(b) The following calendar year if planted after July 15.

Harvest. Topping and lifting of sugar beets in the field.

Initially planted. The first occurrence that land is considered as planted acreage for the crop year.

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

Planted acreage. In addition to the definition contained in the Basic Provisions, sugar beets must initially be planted in rows, unless otherwise provided by the Special Provisions, actuarial documents, or by written agreement.

Practical to replant. In lieu of the definition of “Practical to replant” contained in section 1 of the Basic Provisions (§457.8), practical to replant is defined as our determination, after loss or damage to the insured crop, based on factors, including but not limited to moisture availability, condition of the field, time to crop maturity, and marketing window, that replanting the insured crop will allow the crop to attain maturity prior to the calendar date for the end of the insurance period. It will not be considered practical to replant if production from the replanted acreage cannot be delivered under the terms of the processor contract, or 30 days after the initial planting date for all counties where a late planting period is not applicable, unless replanting is generally occurring in the area.

Processor. Any business enterprise regularly engaged in processing sugar beets for sugar that possesses all licenses and permits for processing sugar beets required by the State in which it operates, and that possesses facilities, or has contractual access to such facilities, with enough equipment to accept and process the contracted sugar beets within a reasonable amount of time after harvest.

Production guarantee (per acre):

(a) First stage production guarantee—The final stage production guarantee multiplied by 60 percent.
(b) Final stage production guarantee—The number of tons determined by multiplying