§ 457.132 Cranberry crop insurance provisions.

The cranberry crop insurance provisions for the 1989 and succeeding crop years are as follows:

(a) We will determine your loss on a unit basis. In the event you are unable to provide separate, acceptable production records:

(1) For any optional units, we will combine all optional units for which such production records were not provided; or

(2) For any basic units, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for the units.

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

(1) Multiplying the insured acreage for each type, if applicable, by its respective production guarantee;

(2) Multiplying each result in section 11(b)(1) by the respective price election for each type, if applicable;

(3) Totaling the results in section 11(b)(2);

(4) Multiplying the total production to be counted of each type, if applicable, (see section 11(c)) by the respective price election;

(5) Totaling the results in section 11(b)(4);

(6) Subtracting the results in section 11(b)(5) from the results in section 11(b)(3); and

(7) Multiplying the result in section 11(b)(6) by your share.

1. Definitions

Barrel—100 pounds of cranberries. Harvest—Removal of the cranberries from the bog.

Market price—The cash price per barrel of cranberries offered by buyers in the area in which you normally market the cranberries.

2. Unit Division

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

In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels,
and Prices for Determining Indemnities) of the Basic Provisions (§ 457.8):
(a) You may select only one price election for all the cranberries in the county insured under this policy.
(b) You must report, by the production reporting date designated in section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions (§ 457.8):
(1) Any damage, removal of vines, 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 age of the vines; and
(3) Any other information that we request in order to establish your approved yield.
We will adjust the yield used to establish your production guarantee as necessary, based on our estimate of the effect of the removal of vines, damage, change in practices, and any other circumstance that may affect the yield potential of the insured crop. If you fail to notify us of any circumstance that may affect your yields from previous levels, we will adjust your production guarantee as necessary at any time we become aware of the circumstance.

4. Contract Changes
In accordance with section 4 (Contract Changes) of the Basic Provisions (§ 457.8), the contract change date is August 31 preceding the cancellation date.

5. Cancellation and Termination Dates
In accordance with section 2 (Life of Policy, Cancellation, and Termination) of the Basic Provisions (§ 457.8), the cancellation and termination dates are November 20.

6. Insured Crop
In accordance with section 8 (Insured Crop) of the Basic Provisions (§ 457.8), the crop insured will be all the cranberries in the county 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 cranberries;
(c) That are grown in a bog that, if inspected, is considered acceptable by us; and
(d) That are grown on vines that have completed four growing seasons after the vines were set out, unless otherwise provided by the actuarial table or by written agreement.

7. Insurance Period
(a) In accordance with the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8):
(1) Coverage begins on November 21 of each crop year, except that for the year of application, if your application is received after November 11, but prior to November 21, insurance will attach on the 10th day after your properly completed application is received in our local office, unless we inspect the acreage during the 10 day period and determine that it does not meet insurability requirements. You must provide any information that we require for the crop or to determine the condition of the bog.
(2) The calendar date for the end of the insurance period for each crop year is November 20.
(b) In addition to the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8):
(1) If you acquire an insurable share in any insurable acreage after coverage begins but on or before the acreage reporting date for the crop year, and after an inspection we consider the acreage acceptable, insurance will be considered to have attached to such acreage on the calendar date for the beginning of the insurance period.
(2) If you relinquish your insurable share on any insurable acreage of cranberries on or before the acreage reporting date for the crop year, insurance will not be considered to have attached to, and no premium or indemnity will be due for, such acreage for that crop year unless:
(i) A transfer of coverage and right to an indemnity, or a similar form approved by us, is completed by all affected parties;
(ii) We are notified by you or the transferee in writing of such transfer on or before the acreage reporting date; and
(iii) The transferee is eligible for crop insurance.

8. Causes of Loss
(a) In accordance with the provisions of section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), insurance is provided only against the following causes of loss that occur during the insurance period:
(1) Adverse weather conditions;
(2) Fire, unless weeds and other forms of undergrowth have not been controlled or pruning debris has not been removed from the bog;
(3) Wildlife;
(4) Earthquake;
(5) Volcanic eruption;
(6) Failure of irrigation water supply, if caused by an insured peril that occurs during the insurance period; or
(7) Failure or breakdown of irrigation equipment or facilities due to direct damage to the irrigation equipment or facilities from an insurable cause of loss if the cranberry crop is damaged by freezing temperatures within 72 hours of such failure or breakdown and repair or replacement was not possible before damage occurred.
(b) In addition to the causes of loss excluded in section 12 (Cause of Loss) of the Basic Provisions (§ 457.8), we will not insure against damage or loss of production due to:
§ 457.133 Prune crop insurance provisions.

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

1. Maximum coverage.

2. Insurable units.

3. Price elections.

4. Production guarantee.

5. Payable area.

6. Payable acres.


8. Waiver of deductible.

9. Duties in the Event of Damage or Loss

(a) Notice of loss.

(b) Sale or disposal of damaged production.

(c) Failure to meet requirements.

10. Settlement of Claim

(a) Unit basis.

(b) Production guarantee.

(c) Price election.

11. Late and Prevented Planting.

§ 457.80 Settlement of claims.

The settlement of claims under the Prune Crop Insurance Program will be made according to the provisions of § 457.80 of this chapter.