be considered to be 45 days prior to the calendar date for the end of the insurance period, unless otherwise specified in the Special Provisions. This adjustment will not be made if the potatoes are damaged by an insurable cause of loss, and leaving the crop in the field would either reduce production or decrease quality.

(iv) Unharvested production, including unharvested production on insured acreage you intend to put to another use or abandon, or acreage damaged by insurable causes and for which you cease to provide further care, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end when you put the acreage to another use or cease providing care for the crop. This unharvested production may be adjusted in accordance with sections 12(e), and the value of all unharvested production will be calculated using the reduced price election determined in section 3(b). 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 price used to determine the amount of any indemnity will be limited as specified in section 3 even if the representative samples are harvested. 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 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 determined in accordance with section 12(e).

(e) Only marketable lots of mature potatoes will be production to count for loss adjustment purposes, except for production specified in 12(e)(1):

(1) Production not meeting the standards for grading U.S. No. 2 due to external defects will be determined on an individual basis for all harvested and unharvested potatoes if we determine it is or would be practical to separate the damaged production;

(2) All determinations must be based upon a grade inspection; and

(3) Prior to any grade inspection, you must notify us of the intended use of the potatoes so the appropriate United States Standard will be applied (We may request previous sales records to verify your claimed intended use or base the intended use on the type of potato grown if such potatoes are not usually grown for the intended use you reported).

(4) Marketable lots of potatoes will include any lot of potatoes that is:

(i) Stored;

(ii) Sold as seed;

(iii) Sold for human consumption; or

(iv) Harvested and not sold or that is appraised if such lots meet the standards for grading U.S. No. 2 grade or better on a sample basis.

(5) Marketable lots will also include any potatoes that we determine:

(i) Could have been sold for seed or human consumption in the general marketing area;

(ii) Were not sold as a result of uninsured causes including, but not limited to, failure to meet chipper or processor standards for fry color or specific gravity; or

(iii) Were disposed of without our prior written consent and such disposition prevented our determination of marketability.

(6) Unless included in section 12(e)(4) or (5), a potato lot will not be considered marketable if, due to insurable causes of damage, it:

(i) Is partially damaged, and is salvageable only for starch, alcohol, or livestock feed;

(ii) Does not meet the standards for grading U.S. No. 2 grade or better due to internal defects; or

(iii) Does not meet the standards for grading U.S. No. 2 grade or better due to external defects, and it is not practical to separate the damaged production.

13. Prevented Planting

Your prevented planting coverage will be 25 percent of your production guarantee for timely planted acreage. If you have limited or additional 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.


§ 457.148 Fresh market pepper crop insurance provisions.

The fresh market pepper crop insurance provisions for the 1999 and succeeding crop years are as follows:
1. Definitions

_Acre_. 43,560 square feet of land when row widths do not exceed six feet, or if row widths exceed six feet, the land area on which at least 7,260 linear feet of rows are planted.

_Bell pepper_. An annual pepper (of the cap- sicum annum species, grossum group), wide- ly cultivated for its large, crisp, edible fruit.

_Box_. One and one-ninth (1 1⁄9) bushels of the insured crop.

_Crop year_. In lieu of the definition of “crop year” contained in section 1 (Definitions) of the Basic Provisions (§ 457.8), crop year is a period of time that begins on the first day of the earliest planting period for fall planted peppers and continues through the last day of the insurance period for spring planted peppers. The crop year is designated by the calendar year in which spring planted peppers are harvested.

_Direct marketing_. Sale of the insured crop directly to consumers without the interven- tion of an intermediary such as a wholesaler, retailer, packer, processor, shipper or buyer. Examples of direct marketing include selling through an on-farm or roadside stand, farmer’s market, and permitting the general pub- lic to enter the field for the purpose of pick- ing all or a portion of the crop.

_Excess rain_. An amount of precipitation sufficient to directly damage the crop.

_Freeze_. The formation of ice in the cells of the plant or its fruit, caused by low air tem- peratures.

_Harvest_. The picking of peppers on the unit.

_Mature bell pepper_. A pepper that has reached the stage of development that will withstand normal handling and shipping.

_Plant stand_. The number of live plants per acre prior to the occurrence of an insurable cause of loss.

_Planted acreage_. In addition to the definition contained in the Basic Provisions, for each planting period, pepper seed or trans- plants must initially be planted in rows, unless otherwise provided by the Special Provi- sions, actuarial documents, or by written agreement.

_Planting period_. The period of time des- ignated in the actuarial documents in which the peppers must be planted to be considered fall, winter or spring-planted peppers.

_Potential production_. The number of boxes of mature bell peppers that the pepper plants will or would have produced per acre by the end of the insurance period, assuming normal growing conditions and practices.

_Practical to replant_. In lieu of the definition of “Practical to replant” contained in section 1 of the Basic Provisions (§457.8), prac- tical to replant is defined as our determina- tion, after loss or damage to the insured crop, based on factors, including but not lim- ited to moisture availability, condition of the field, marketing windows, and time to crop maturity, that replanting to the in- sured crop will allow the crop to attain ma- turity prior to the calendar date for the end of the insurance period (inability to obtain plants or seed will not be considered when determining if it is practical to replant).

_row width_. The widest distance from the center of one row of plants to the center of an adjacent row of plants.

_Tropical depression_. A system identified by the U.S. Weather Service as a tropical de- pression, and for the period of time so des- ignated, including tropical storms, gales, and hurricanes.

2. Unit Division

(a) A basic unit, as defined in section 1 of the Basic Provisions, will also be divided into additional basic units by planting pe- riod.

(b) Provisions in the Basic Provisions that allow optional units by irrigated and non-ir- rigated practices are not applicable.

3. Amounts of Insurance and Production Stages

(a) In addition to the requirements of sec- tion 3 (Insurance Guarantees, Coverage Lev- els, and Prices for Determining Indemnities) of the Basic Provisions (§457.8), you may se- lect only one coverage level (and the cor- responding amount of insurance designated in the actuarial documents for the applicable planting period and practice) for all the pep- pers in the county insured under this policy.

(b) The amount of insurance you choose for each planting period and practice must have the same percentage relationship to the maximum price offered by us for each plant- ing period and practice. For example, if you choose 100 percent of the maximum amount of insurance for a specific planting period and practice, you must also choose 100 per- cent of the maximum amount of insurance for all other planting periods and practices.
(c) The production reporting requirements contained in section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions (§457.8) do not apply to fresh market peppers.

(d) The amounts of insurance per acre are progressive by stages as follows:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Percent of the amount of insurance per acre that you selected</th>
<th>Length of time if direct-seeded</th>
<th>Length of time if transplanted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>65</td>
<td>From planting through the 74th day after planting.</td>
<td>From planting through the 44th day after planting.</td>
</tr>
<tr>
<td>2</td>
<td>85</td>
<td>From the 75th day after planting until the beginning of stage 3.</td>
<td>From the 45th day after planting until the beginning of stage 3.</td>
</tr>
<tr>
<td>3</td>
<td>100</td>
<td>Begins the earlier of 110 days after planting, or the beginning of harvest.</td>
<td>Begins the earlier of 80 days after planting, or the beginning of harvest.</td>
</tr>
</tbody>
</table>

(e) Any acreage of peppers damaged in the first or second stage to the extent that the majority of producers in the area would not normally further care for it, will be deemed to have been destroyed. The indemnity payable for such acreage will be based on the stage the plants had achieved when the damage occurred.

4. Contract Changes

In accordance with section 4 (Contract Changes) of the Basic Provisions (§457.8), the contract change date is April 30 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 July 31.

6. Report of Acreage

In addition to the requirements of section 6 (Report of Acreage) of the Basic Provisions (§457.8), you must report on or before the acreage reporting date contained in the Special Provisions for each planting period:

(a) All the acreage of peppers in the county insured under this policy in which you have a share;
(b) The dates the acreage was planted within each planting period; and
(c) The row width.

7. Annual Premium

In lieu of the premium amount determinations contained in section 7 (Annual Premium) of the Basic Provisions (§457.8), the annual premium amount for each cultural practice (e.g., fall direct-seeded irrigated) is determined by multiplying the third stage amount of insurance per acre by the premium rate for the cultural practice as established in the Actuarial Table, by the insured acreage, by your share at the time coverage begins, and by any applicable premium adjustment factors contained in the actuarial documents.

8. Insured Crop

In accordance with section 8 (Insured Crop) of the Basic Provisions (§457.8), the crop insured will be all the bell peppers in the county for which a premium rate is provided by the actuarial documents:

(a) In which you have a share;
(b) That are:
   (1) Planted to be harvested and sold as mature fresh market bell peppers;
   (2) Planted within the planting periods designated in the actuarial documents;
   (3) Grown under an irrigated practice;
   (4) Grown on acreage covered by plastic mulch except where the Special Provisions allow otherwise;
   (5) Grown by a person who in at least one of the three previous crop years:
      (i) Grew bell peppers for commercial sale; or
      (ii) Participated in managing a bell pepper farming operation;
   (c) That are not:
      (1) Interplanted with another crop;
      (2) Planted into an established grass or legume;
      (3) Pimento peppers; or
      (4) Grown for direct marketing.

9. Insurable Acreage

(a) In lieu of the provisions of section 9 (Insurable Acreage) of the Basic Provisions (§457.8), that prohibit insurance attaching if a crop has not been planted in at least one of the three previous crop years, we will insure newly cleared land or former pasture land planted to fresh market peppers.
(b) In addition to the provisions of section 9 (Insurable Acreage) of the Basic Provisions (§457.8):
   (1) You must replant any acreage of peppers damaged during the planting period in which initial planting took place whenever less than 50 percent of the plant stand remains; and
(i) It is practical to replant;
(ii) If, at the time the crop was damaged, the final day of the planting period has not passed; and
(iii) The damage occurs within 30 days of transplanting or 60 days of direct-seeding.

(2) Whenever peppers initially are planted during the fall or winter planting periods and the conditions specified in sections 9(b)(1) (ii) and (iii) are not satisfied, you may elect:

(i) To replant such acreage and collect any replant payment due as specified in section 12. The initial planting period coverage will continue for such replanted acreage.

(ii) Not to replant such acreage and receive an indemnity based on the stage of growth the plants had attained at the time of damage. However, such an election will result in the acreage being uninsurable in the subsequent planting period.

(3) We will not insure any acreage on which peppers (except for replanted peppers in accordance with sections 9(b)(1) and (2)), tomatoes, eggplants, or tobacco have been grown and the soil was not fumigated or otherwise properly treated before planting peppers.

10. Insurance Period

In lieu of the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8), coverage begins on each unit or part of a unit the later of the date we accept your application, or when the peppers are planted in each planting period. Coverage ends at the earliest of:

(a) Total destruction of the peppers on the unit;
(b) Abandonment of the peppers on the unit;
(c) The date harvest should have started on the unit on any acreage which will not be harvested;
(d) Final harvest; or
(e) The calendar date for the end of the insurance period as follows:
   (1) 165 days after the date of direct-seeding or replanting with seed; and
   (2) 150 days after the date of transplanting or replanting with transplants.

11. 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) Excess rain;
   (2) Fire;
   (3) Freeze;
   (4) Hail;
   (5) Tornado;
   (6) Tropical depression; or
   (7) Failure of the irrigation water supply, if caused by an insured cause of loss that occurs during the insurance period.

(b) In addition to the causes of loss excluded in section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), we will not insure against any loss of production due to:
   (1) Disease or insect infestation, unless no effective control measure exists for such disease or insect infestation; or
   (2) Failure to market the peppers, unless such failure is due to actual physical damage caused by an insured cause of loss that occurs during the insurance period.

12. Replanting Payments

(a) In accordance with section 13 (Replanting Payment) of the Basic Provisions (§ 457.8), a replanting payment is allowed if, due to an insured cause of loss, more than 50 percent of the plant stand will not produce peppers and it is practical to replant.

(b) The maximum amount of the replanting payment per acre will be the lesser of your actual cost of replanting or the result obtained by multiplying the per acre replanting payment amount contained in the Special Provisions by your insured share.

(c) In lieu of the provisions contained in section 13 (Replanting Payment) of the Basic Provisions (§ 457.8), that limit a replanting payment to one each crop year, only one replanting payment will be made for acreage planted during each planting period within the crop year.

13. Duties in the Event of Damage or Loss

In addition to the requirements contained in section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions (§ 457.8), if you intend to claim an indemnity on any unit you also must give us notice not later than 72 hours after the earliest of:

(a) The time you discontinue harvest of any acreage on the unit;
(b) The date harvest normally would start if any acreage on the unit will not be harvested; or
(c) The calendar date for the end of the insurance period.

14. Settlement of Claim

(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 unit, we will combine all optional units for which such production records were not provided; or
   (2) For any basic unit, we will allocate any commingled 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:
(1) Multiplying the insured acreage in each stage by the amount of insurance per acre for the final stage;

(2) Multiplying each result in section 14(b)(1) by the percentage for the applicable stage (see section 3(d));

(3) Total the results of section 14(b)(2);

(4) Subtracting either of the following values from the result of section 14(b)(3):

(i) For other than catastrophic risk protection coverage, the total value of production to be counted (see section 14(c)); or

(ii) For catastrophic risk protection coverage, the result of multiplying the total value of production to be counted (see section 14(c)) by:

(A) Sixty percent for the 1998 crop year; or
(B) Fifty-five percent for 1999 and subsequent crop years; and

(5) Multiplying the result of section 14(b)(4) by your share.

(b) The total value of production to count from all insurable acreage on the unit will include:

(1) Not less than the amount of insurance per acre for the stage for any acreage:

(i) That is abandoned;

(ii) Put to another use without our consent;

(iii) That is abandoned;

(iv) For which you fail to provide acceptable production records;

(2) The value of the following appraised production will not be less than the dollar amount obtained by multiplying the number of boxes of appraised peppers by the minimum value per box shown in the Special Provisions for the planting period:

(i) Potential production on any acreage that has not been harvested the third time;

(ii) Unharvested mature bell peppers (unharvested production that is damaged or defective due to insurable causes and is not marketable) will not be counted as production to count.

(3) Total the results of section 14(b)(2);

(4) Subtracting either of the following values from the result of section 14(b)(3):

(i) For non-catastrophic risk protection coverage, the result may not be less than the minimum value shown in the Special Provisions from the price received for each box of peppers; and

(ii) For catastrophic risk protection coverage, the result may not be less than the minimum value option price contained in the Special Provisions from the price received for each box of peppers;

(iii) For marketable production that is not sold, the dollar amount obtained by multiplying the number of boxes of such peppers on the unit by the minimum value shown in the Special Provisions for the planting period (harvested production that is damaged or defective due to insurable causes and is not marketable will not be counted as production to count).

(c) The total value of harvested production, or our reappraisal if the crop is not harvested.

(3) The total value of all harvested production from the insurable acreage will be the dollar amount obtained by subtracting the allowable cost contained in the Special Provisions from the price received for each box of peppers (this result may not be less than the minimum value shown in the Special Provisions for any box of peppers), and multiplying this result by the number of boxes of peppers harvested. Harvested production that is damaged or defective due to insurable causes and is not marketable, will not be counted as production to count.

15. Late and Prevented Planting

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

16. Minimum Value Option

(a) The provisions of this option are continuous and will be attached to and made a part of your insurance policy, if:

(1) You elect either Option I or Option II of the Minimum Value Option on your application, or on a form approved by us, on or before the sales closing date for the initial crop year in which you wish to insure fresh market peppers under this option, and pay the additional premium indicated in the actuarial documents for this optional coverage;

(2) You have not elected coverage under the Catastrophic Risk Protection Endorsement.

(b) In lieu of the provisions contained in section 16(c)(3), the total value of harvested production will be determined as follows:

(1) If you selected Option I of the Minimum Value Option, the total value of harvested production will be as follows:

(i) For sold production, the dollar amount obtained by subtracting the allowable cost contained in the Special Provisions from the price received for each box of peppers (this result may not be less than the minimum value option price contained in the Special Provisions for any box of peppers), and multiplying this result by the number of boxes of peppers sold; and

(ii) For marketable production that is not sold, the dollar amount obtained by multiplying the number of boxes of such peppers on the unit by the minimum value shown in the Special Provisions for the planting period (harvested production that is damaged or defective due to insurable causes and is not marketable will not be counted as production).

(2) If you selected Option II of the Minimum Value Option, the total value of harvested production will be as provided in section 16(c)(1), except that the dollar amount specified in section 16(c)(1)(i) may not be less than zero.
Federal Crop Insurance Corporation, USDA

§ 457.149 Table grape crop insurance provisions.

The Table Grape Crop Insurance Provisions for the 2010 and succeeding crop years are as follows:

For:

DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation

For Reinsured Policies
(Insurance provider’s name or other appropriate heading)
For both FCIC and reinsured policies:

Table Grape Crop Provisions

1. Definitions

Adapted. Varieties that are recognized by the National Institute of Food and Agriculture as compatible with agronomic and weather conditions in the county.

Direct marketing. Sale of the insured crop directly to consumers without the intervention of an intermediary such as a wholesaler, retailer, packer, processor, shipper or buyer. Examples of direct marketing include selling through an on-farm or roadside stand, farmer’s market, and permitting the general public to enter the field for the purpose of picking all or a portion of the crop.

Graft. To unite a shoot or bud (scion) with a rootstock or an existing vine in accordance with recommended practices to form a living union.

Harvest. Removing the mature grapes from the vines either by hand or machine.

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

Lug. (1) Twenty (20) pounds of table grapes in the Coachella Valley, California district, and all other States.
(2) Twenty-one (21) pounds in all other California districts.
(3) Or as otherwise specified in the Special Provisions.

Set out. Physically planting the grapevines in the vineyard.

Table grapes. Grapes that are grown for commercial sale for human consumption as fresh fruit on acreage where the cultural practices to produce fresh marketable grapes are carried out.

Type. A category of grapes (one or more varieties) identified as a type in the Special Provisions.

USDA grade standard. (1) United States standard used to determine the minimum quality grade will be:
(i) The United States Standards for Grades of Table Grapes (European or Vinifera Type);
(ii) The United States Standards for Grades of American (Eastern Type Bunch Grapes); and
(iii) The United States Standards for Grades of Muscadine (Vitis rotundifolia) Grapes.

(2) The quantity and number of samples required will be determined in accordance with procedure issued by FCIC or as provided on the Special Provisions of Insurance.

Variety. A kind of grape that is distinguished from any other by unique characteristics such as, but not limited to, size, color, skin thickness, acidity, flavors and aromas. In Arizona and California each variety is identified as a separate type in the Special Provisions except for type 095 (other varieties). Type 095 is used to designate varieties not listed as a separate type.

2. Unit Division

(a) In Arizona and California only:
(1) A basic unit as defined in section 1 of the Basic Provisions will be divided into additional basic units by each table grape variety that you insure; and
(2) Provisions in the Basic Provisions that provide for optional units by section, section equivalent, or FSA farm serial number and by irrigated and non-irrigated practices are not applicable. Unless otherwise allowed by written agreement, optional units may only be established if each optional unit is located on non-contiguous land or grown and insured under an organic farming practice.

(b) In all states except Arizona and California, in addition to, or instead of, establishing optional units by section, section equivalent, or FSA farm serial number and by irrigated and non-irrigated acreage and for acreage grown and insured under an organic farming practice as provided in the unit division provisions contained in the Basic Provisions, a separate optional unit may be established if each optional unit:
(1) Is located on non-contiguous land; or
(2) Consists of a separate type when separate types are specified in the Special Provisions.

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

In addition to the requirements of section 3 of the Basic Provisions:

(a) In Arizona and California, you may select only one coverage level and price election for each table grape variety you elect to insure in the county.