

## SUMMARY OF CHANGES FOR THE FIG CROP PROVISIONS (99-060)

The following is a brief description of changes to the crop provisions that will be effective for the 1999 crop year. Please refer to the provisions for more complete information.

- The crop provisions have been modified to accommodate changes made to the Basic Provisions of the Common Crop Insurance Policy. These modifications may include, but are not limited to:
  - (a) Removal of some definitions now contained in the Basic Provisions;
  - (b) Modification of unit division provisions previously contained in section 2 regarding unit division requirements since unit division provisions have been moved from the crop provisions to the basic provisions; and
  - (c) Addition of provisions to indicate that late and prevented planting coverage are not applicable to figs.

**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.

**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**

In addition to the requirements under section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) 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.

**4. Contract Changes**

The contract change date is October 31 preceding the cancellation date (see the provisions under section 4 (Contract Changes) of the Basic Provisions).

**5. Cancellation and Termination Dates**

The cancellation and termination dates are February 28.

**6. Report of Acreage**

By applying for fig crop insurance, you authorize us to have access to and to determine or verify your production and acreage from records maintained by the California Fig Advisory Board and the fig packer.

**7. Insured Crop**

The crop insured will be all the commercially 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 percent of a stand based on the original planting pattern unless we agree, in writing, to insure such figs;
  - (2) Which we inspect and consider not acceptable;
  - (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. Insurance Period**

In lieu of the provisions of section 11 (Insurance Period) of the Basic Provisions, insurance attaches on each unit the later of the date you submit your application or March 1 of the crop year and ends at the earliest of:

- (a) Total destruction of the fig crop;
- (b) The date harvest of the figs (by type) should have started on any acreage that will not be harvested;
- (c) Harvest of the figs;
- (d) Final adjustment of a loss;
- (e) Abandonment of the crop; or
- (f) October 31 of the crop year.

**9. Causes of Loss**

- (a) In addition to the provisions under section 12 (Causes of Loss) of the Basic Provisions, 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 causes of loss not insured against contained in section 12 (Causes of Loss) of the Basic Provisions, 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.

#### 10. 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 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 by the production guarantee;
  - (2) Subtracting from this the total production to count;
  - (3) Multiplying the remainder by your price election; and
  - (4) Multiplying this result by your share.
- (c) The total production (pounds) to count from all insurable acreage on the unit will include all harvested and appraised marketable figs.
  - (1) Figs, which due to insurable causes, grade manufacturing grade will be adjusted by:
    - (i) Dividing the value per pound of the manufacturing grade 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 manufacturing grade production.
  - (2) Figs, which due to insurable causes, grade substandard and are delivered to the substandard pool will not be considered production to count, provided all the insured's substandard production is inspected by us and we give written consent to such delivery prior to delivery. If we do not give written consent prior to the delivery to the substandard pool, all production will be counted as undamaged marketable production. Substandard production for which we give written consent to you prior to delivery to the substandard pool, which is not delivered to the substandard pool, and is sold by you, will be considered production to count and adjusted as follows:
    - (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.
  - (3) Appraised production to be counted will include:
    - (i) Potential production lost due to uninsured causes and failure to follow recognized good fig farming practices;

- (ii) Not less than the production guarantee for the figs on any acreage:
  - (A) That is abandoned without our consent;
  - (B) Damaged solely by uninsured causes;
  - (C) If the figs are destroyed by you without our consent; or
  - (D) For which you fail to provide records of production that are acceptable to us;
- (iii) Unharvested production which would be marketable if harvested; and
- (iv) Potential production on insured acreage that you want 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 abandon the crop. If agreement on the appraised amount of production is not reached:
  - (A) We may require you to continue to care for the crop so that a subsequent appraisal may be made or the crop harvested to determine actual production. You must notify us within three days of the date harvest should have started if the crop is not harvested; or
  - (B) You may elect to continue to care for the crop. We will determine the amount of production to count for the acreage using the harvested production or our reappraisal if the crop is not harvested.

#### 11. Late and Prevented Planting

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