SUMMARY OF CHANGES FOR THE PLUM CROP PROVISIONS
(99-092 [Rev. 6-98])

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 crop 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 since some provisions previously contained in section 2 have been moved from the crop provisions to the Basic Provisions;
  (c) Addition of provisions to indicate that late and prevented planting provisions are not applicable to plums; and
  (d) Removal of provisions regarding written agreements now contained in the Basic 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.
Adapted - Varieties of the insured crop that are recognized by the Cooperative State Research, Education, and Extension Service 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.
Harvest - The picking of mature plums from the trees by hand.
Interplanted - Acreage on which two or more crops are planted in any form of alternating or mixed pattern.
Lug - Twenty-eight (28) pounds of the insured crop.
Scion - Twig or portion of a twig of one plant that is grafted onto a stock of another.
Varietal group - Different varieties of plums that are grouped according to the normal maturity dates as specified in the Special Provisions.

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 must meet one or more of the following, as applicable, unless otherwise provided by the Special Provisions, actuarial documents, or written agreement:
(a) Optional units may be established if each optional unit is located on non-contiguous land.
(b) In addition to, or instead of, establishing optional units for non-contiguous land, optional units may be established by varietal group when provided for in the Special Provisions. The requirements of section 34(a)(1) of the Basic Provisions are not applicable for this method of unit division.

In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions:
(a) You may select only one price election for all the plums in the county insured under this policy unless the Special Provisions provide different price elections by varietal group, in which case you may select one price election for each plum varietal group designated in the Special Provisions. The price elections you choose for each varietal group must have the same percentage relationship to the maximum price offered by us for each varietal group. For example, if you choose 100 percent of the maximum price election for one varietal group, you must also choose 100 percent of the maximum price election for all other varietal groups.
(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, by varietal group 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; and
   (4) For the first year of insurance for acreage interplanted with another perennial crop, and any time the planting pattern of such acreage is changed:
      (i) The age of the interplanted crop and varietal group if applicable;
      (ii) The planting pattern; and
      (iii) 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 interplanting a perennial crop, removal of trees, damage, change in practice, and any other circumstance that may effect 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.

In accordance with section 4 (Contract Changes) of the Basic Provisions, the contract change date is October 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, the cancellation and termination dates are January 31.

6. Insured Crop.
In accordance with section 8 (Insured Crop) of the Basic Provisions, the crop insured will be all the plums 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 on tree varieties that:
   (1) Were commercially available when the trees were set out;
(2) Are adapted to the area;  
(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.  

(a) In accordance with the provisions of section 12 
(Causes of Loss) of the Basic Provisions, 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 orchard;  
(3) Wildlife, unless control measures have not been 
 taken;  
(4) Earthquake;  
(5) Volcanic eruption;  
(6) An insufficient number of chilling hours to 
 effectively break dormancy; or 
(7) Failure of the irrigation water supply, if caused by 
 an insured peril 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, we will 
 not insure against damage or loss of production due 
 to:  
(1) Disease or insect infestation, unless adverse 
 weather:  
(i) Prevents the proper application of control 
 measures or causes properly applied 
 control measures to be ineffective; or 
(ii) Causes disease or insect infestation for 
 which no effective control mechanism is 
 available;  
(2) Rejection of the crop by the packing house due 
 to being undersized, immature, overripe, or 
 mechanically damaged; or 
(3) Inability to market the plums for any reason other 
 than actual physical damage from an insurable 
 cause specified in this section. For example, we 
 will not pay you an indemnity if you are unable to 
 market due to quarantine, boycott, or refusal of 
 any person to accept production.  

10. Duties In The Event of Damage or Loss.  
In addition to the requirements of section 14 (Duties in 
 The Event of Damage or Loss) of the Basic Provisions, the 
 following will apply:  
(a) You must notify us within 3 days of the date harvest 
 should have started if the crop will not be harvested.  
(b) You must notify us at least 15 days before any 
 production from any unit will be sold by direct 
 marketing. We will conduct an appraisal that will be 
 used to determine your production to count for 
 production that is sold by direct marketing. If 
 damage occurs after this appraisal, we will conduct 
 an additional appraisal. These appraisals, and any 
 acceptable records provided by you, will be used to 
 determine your production to count. Failure to give 
 timely notice that production will be sold by direct 

marketing will result in an appraised amount of production to count of not less than the production guarantee per acre if such failure results in our inability to make the required appraisal.

(c) If you intend to claim an indemnity on any unit, you must notify us at least 15 days prior to the beginning of harvest or immediately if damage is discovered during harvest, so that we may inspect the damaged production.

(d) You must not destroy the damaged crop until after we have given you written consent to do so.

(e) If you fail to notify us in accordance with this section, we may consider all such production to be undamaged and include it as production to count.


(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 from 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 varietal group, if applicable, by its respective production guarantee;

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

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

(4) Multiplying the total production to be counted of each varietal group, 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.

(c) The total production to count (in lugs) from all insurable acreage on the unit will include:

(1) All appraised production as follows:

(i) Not less than the production guarantee per acre for acreage:

(A) That is abandoned;

(B) That is sold by direct marketing directly if you fail to meet the requirement contained in section 10;

(C) That is damaged solely by uninsured causes; or

(D) For which you fail to provide production records that are acceptable to us.

(ii) Production lost due to uninsured causes;

(iii) Unharvested production; and

(iv) Potential production on insured acreage that you intend to abandon or 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 do not agree with our appraisal, we may defer the claim only if you agree to continue to care for the crop. We will then make another appraisal when you notify us of further damage or that harvest is general in the area unless you harvested the crop, in which case we will use the harvested production. If you do not continue to care for the crop, our appraisal made prior to deferring the claim will be used to determine the production to count; and

(2) All harvested production from the insurable acreage:

(i) That is packed and sold as fresh fruit and meets the U.S. No. 1 standards as modified by the California Tree Fruit Agreement publication for plums for the applicable crop year;

(ii) That is packed and sold as fresh fruit but does not meet the grade requirements specified in section 11(c)(2)(i) due to insurable causes. Such production will be adjusted by:

(A) Dividing the value per lug of this production by the highest price election available for the applicable varietal group; and

(B) Multiplying the resulting factor, if less than 1.0, by the number of lugs of such plums.

(iii) That is damaged and is, or could be, marketed for any use other than fresh packed plums. Such production will be adjusted by:

(A) Multiplying the number of tons of such production by the value per ton of the damaged plums or $50.00, whichever is greater; and

(B) Dividing that result by the highest price election available for the applicable varietal group.

12. Late and Prevented Planting.

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