UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
WINTER SQUASH PILOT CROP PROVISIONS
For the 1999 and succeeding crop years

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 the Basic Provisions, with (1) controlling (2), ect.

1. Definitions.

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, or permitting the general public to enter the field for the purpose of picking all or a portion of the crop.

Harvest - The removal of squash from the plant on the unit.

Hundredweight - One hundred pounds avoirdupois.

Marketable squash - Winter squash that meet the U.S. Standards for Grades of U.S. No. 2 or better.

Planting period - The period of time designated in the actuarial documents in which squash must be planted to be considered fall, winter, or spring-planted squash.

Potential production - The number of hundredweight of squash that the squash plants will or would have produced per acre by the end of the insurance period assuming normal growing conditions and practices.

Squash production - Mature winter squash of marketable size and condition.

Squash - The edible fruit of any winter squash type of the genus *Cucurbita*.

2. Unit Division.

The optional unit provisions in the Basic Provisions do not apply.

3. Amounts of Insurance.

(a) In addition to the requirements of section 3 of the Basic Provisions, you may select only one coverage level (and the corresponding amount of insurance designated in the actuarial documents for the applicable planting period and practice) for all the squash 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 planting 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 percent of the maximum amount of insurance for all other planting periods and practices.

(c) The production reporting requirements contained in section 3 of the Basic Provisions do not apply to squash.

4. Contract Changes.

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

5. Cancellation and Termination Dates.

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

6. Insured Crop.

In accordance with section 8 of the Basic Provisions, the crop insured will be all the squash 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 winter squash;

(2) Grown by a person who in at least one of the three previous crop years:

(i) Grew squash for commercial sale; or

(ii) Participated in managing a squash farming operation;

(c) That are not (unless allowed by the Special Provisions or written agreement):

(1) Interplanted with another crop;

(2) Planted into an established grass or legume; or

(3) Grown for direct marketing.

7. Insurable Acreage.

In addition to the provisions of section 9 of the Basic Provisions:

(a) Squash must initially be planted in rows far enough apart to permit mechanical cultivation. Acreage planted in any other manner will not be insurable unless otherwise provided by the Special Provisions or by written agreement.

(b) We will not insure any acreage that does not meet the rotation requirements shown in the Special Provisions.

(c) Any acreage of the insured crop damaged before the final planting date, to the extent 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.

8. Causes of Loss.

(a) In accordance with the provisions of section 12 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) Insects, but not damage due to insufficient or improper application of pest control measures;

(3) Plant disease, but not damage due to insufficient or improper application of disease control measures;

(4) Wildlife;

(5) Fire:

(6) Earthquake;

(7) Volcanic eruption; or
(8) Failure of the irrigation water supply, if caused by an insured cause of loss specified in section 8(a)(1) through (7) that occurs during the insurance period.

(b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure against damage or loss of production due to:
(1) Failure to harvest in a timely manner; or
(2) Failure to market squash, unless such failure is due to actual physical damage caused by an insured cause of loss that occurs during the insurance period. 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.

9. Duties In The Event of Damage or Loss.

(a) In addition to the requirements contained in section 14 of the Basic Provisions, 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:
(1) Occurrence of damage;
(2) The time you discontinue harvest of any acreage on the unit;
(3) The date harvest normally would start if any acreage on the unit will not be harvested; or
(4) The calendar date for the end of the insurance period.

(b) In accordance with the requirements of section 14 of the Basic Provisions, any representative samples of the unharvested crop that we may require must be at least 10 feet wide and extend the entire length of each field in the unit. The samples must not be harvested or destroyed until the earlier of our inspection or 15 days after harvest of the balance of the unit is completed. Failure to leave a representative sample will result in an appraised amount of production to count that is not less than the production guarantee per acre; and

(c) If direct marketing of the insured crop is allowed by the Special Provisions or by written agreement with us, you must notify us at least 15 days before any production from any unit will be marketed directly to consumers. We will conduct an appraisal that will be used to determine your value of production. 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 the value of your production to count. Failure to give timely notice that production will be marketed directly to consumers will result in an appraised value of production to count that is not less than the insurance guarantee per acre.

(d) In addition to all other notice requirements, if you are a broker, packer, processor, wholesaler, buyer or other handler of squash, you must notify us at least 15 days before harvest or the end of insurance period, whichever is earlier. We will conduct an appraisal that will be used to determine your value of production to count. 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 will result in an appraised value of production to count that is not less than the insurance guarantee per acre.

10. 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 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) We will defer appraisals until the earlier of the date the crop reaches maturity or the calendar date for the end of the insurance period.

(c) The extent of any loss must be determined no later than 30 days after the squash are placed in storage, if the production is stored prior to sale, or the date it is delivered to a buyer, wholesaler, packer, broker, processor or other handler if production is not stored, whichever is earlier.

(d) In the event of loss or damage covered by this policy, we will settle your claim by:
(1) Multiplying the insured acreage by the amount of insurance per acre;
(2) Subtracting either of the following values from the result of section 10(d)(1):
(i) For other than catastrophic risk protection coverage, the total value of production to be counted (see section 10(e)); or
(ii) For catastrophic risk protection coverage the result of multiplying the total value of production to be counted (see section 10(e)) by fifty-five percent; and
(3) Multiplying the result of section 10(d)(2) by your share.

For example:

You have 100 percent share in 50 acres of squash with an amount of insurance per acre of $1,063. The value of your production is $45,000. Your indemnity would be calculated as follows:
(i) 50 acres x $1,063 = $53,150;
(ii) $53,150 guarantee value - $45,000 production value = $8,150 loss; and
(iii) $8,150 x 100 percent share = $8,150 indemnity payment.

(e) The total value of production to count from all insurable acreage on the unit will include all harvested and appraised production if the acreage is not harvested as follows:
(1) Not less than the amount of insurance per acre for any acreage:
(i) That is abandoned;
(ii) Put to another use without our consent;
(iii) That is damaged solely by uninsured causes;
(iv) For which you fail to provide acceptable production records;

(v) If you are a buyer, wholesaler, packer, processor, broker or other handler and you fail to meet the requirements contained in section 9(d); or

(vi) That is sold by direct marketing if you fail to meet the requirements contained in section 9(c).

(2) The value of the following appraised production will not be less than the dollar amount obtained by multiplying the number of hundredweight of appraised squash by the minimum value per hundredweight shown in the Special Provisions:

(i) Unharvested mature production (unharvested squash production that is not marketable squash will not be counted as production to count);

(ii) Production lost due to uninsured causes; and

(iii) Potential production on insured acreage that you intend to put to another use or abandon without our consent.

(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 fail to provide sufficient care for the samples, the amount of production to count value will not be less than the amount of insurance guarantee per acre; or

(B) If you elect to continue to care for the crop, the amount of production to count value for the acreage will be the harvested production value, or the appraised production value at the time the crop reaches maturity; and

(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 average price received for each hundredweight of squash, (this result may not be less than the minimum value shown in the Special Provisions per hundredweight of squash), and multiplying this result by the number of hundredweight of squash production. For stored production, it will be the number of hundredweights times the minimum price. Harvested mature squash that is not marketable due to insurable causes will not be considered production to count.

11. Written Agreements.

In addition to the requirements in section 18 of the Basic Provisions, written agreements will be only approved in counties for which actuarial documents for squash are provided.

12. Replanting Payment.

Provisions of section 13 of the Basic Provisions do not apply.

13. Late Planting

The late planting provisions section (16) of the Basic Provisions are not applicable to squash. Any squash planted after the final planting period will not be insured.

14. Prevented Planting

The prevented planting provisions section (17) of the Basic Provisions do not apply.