The following is a brief description of changes to the Florida Fruit Tree Pilot Crop Insurance Provisions that will be effective for the 2008 crop year. Please refer to the crop provisions for more complete information. These modifications include, but are not limited to:

1. Definitions – Removed definitions related to ACC and clarified language for destroyed tree.
   Section 3.(c) – Removed reference to ACC.
   Section 6.(b)(3) - Removed reference to ACC.
   Section 6.(c) - Removed reference to ACC.
   Section 8.(c) - Removed reference to ACC.
   Section 10.(a)(5) - Removed reference to ACC.
   Section 10.(b)(2) (old) - Removed reference to ACC.
   Section 10 (b)(2) (new) – Clarified language concerning freeze.
   Section 11.(c) - Removed reference to ACC.
   Section 12.(a)(2) - Removed reference to ACC and clarified loss determination language.
   Section 12.(a)(4) - Removed reference to ACC.
   Section 12.(b)(2)(i)(D) – Clarified destroyed citrus only language.
   Section 12.(b)(2)(i)(F) - Removed reference to ACC.
   Section 12.(b)(2)(iii)(B) – clarified language for partially damaged avocado or mango tree.
   Section 14.(d)(2) - Removed reference to ACC.
   Section 14.(d)(2)(iv) and (v) – clarified loss determination language.
   Section 14.(d)(5) - Removed reference to ACC.
   ACC LOSS EXAMPLE – Deleted.
   NON-ACC LOSS EXAMPLE – Clarified and added language and removed reference to ACC.
1. Definitions.

Amount of insured damage – The dollar amount determined by multiplying the damage value by the coverage level.

Amount of protection (unit) – The dollar amount for the unit calculated by multiplying the number of insurable trees reported by you in each stage-block times the applicable tree reference price for the stage, totaling these values, and then multiplying this result times the coverage level selected by you.

Application – In addition to the definition in the Basic Provisions, an application is not considered complete without an accompanying acreage report.

Block – A stand of trees of the same crop on acreage sharing a common boundary with no discernable change in the planting pattern.

Buckhorn – To prune any limb at a diameter of at least three inches for citrus and carambola trees; at least four inches for avocado and mango trees.

Bud union – The location on the tree trunk where a bud from one tree variety is grafted onto the rootstock of another variety.

Citrus trees – Grapefruit, lemon, lime, orange (early/mid-season, late, Navel, and Temple oranges), tangerine, tangelo, and Murcott trees.

Crop – Each of the following:
   (a) Avocado trees;
   (b) Carambola trees;
   (c) Grapefruit trees;
   (d) Lemon trees;
   (e) Lime trees;
   (f) Mango trees;
   (g) Orange trees (early/mid-season, late, Navel, and Temple oranges);
   (h) Other citrus trees: Tangerines, tangels, and Murcotts; and
   (i) Any other trees as grouped and specified in the Special Provisions.

Crop year – The period beginning June 1 and extending through May 31 of the following year, and is designated by the calendar year in which the period ends.

Damage value – The dollar amount determined by multiplying the actual number of insurable trees in each stage-block damaged by the most recent cause of loss times the applicable tree reference price, multiplying this result for each stage-block times the percent of damage applicable to each stage-block, and totaling these values.

Destroyed tree -
   (a) For damage due to insured causes occurring during the year of set out, any insurable tree with no live wood above the bud union.
   (b) For damage due to insured causes occurring in any year following the year of set out, or for buckhorned or topworked trees, damage occurring either during the year the trees are topworked or buckhorned or any year thereafter, any insurable tree that:
      (1) The tree is dead;
      (2) The tree is toppled, and rehabilitation is not possible, or the tree is missing; or
      (3) There is no live wood above the bud union;
   (4) For insurance purposes, for citrus only, if there exists damage within one foot of the trunk for stage II and stage III trees;
   (5) For insurance purposes, for carambola only, if there exists damage within six inches of the trunk for stage I or II trees, or within one foot of the trunk for stage III trees.

Excess moisture – Direct or proximate rainfall in quantities sufficient to destroy the tree.

Freeze – The formation of ice in the cells of the trees caused by low air temperatures.

Fully damaged tree – An insurable tree that is 100-percent damaged and requires rehabilitation, but is not destroyed. The percent of damage is determined in accordance with section 12(b).

Graft union – The location where the scion is joined to the interstock of a topworked tree.

Grafting – Creating a permanent union between two plants by inserting an offspring of one tree into a stem or branch of another.

Interstock – That area of the tree that is grafted to the rootstock. For example, the rootstock may be Sour Orange, the interstock grapefruit, and the grafted scion Valencia orange.

Occurrence loss option – An option that may be elected by you that eliminates the unit deductible in accordance with section 14.

Partially damaged tree – An insurable tree that requires rehabilitation but for which the extent of damage is less than 100 percent. The percent of damage is determined in accordance with section 12(b).

Rehabilitation – The pruning of limbs at a diameter of at least one inch for citrus and carambola, and at least two inches for avocado and mango, in an attempt to remove the damaged areas and allow the tree to recover.

Replacement trees – Trees set out in existing groves to replace trees that are no longer productive or that have been destroyed.

Reset – Restoring a toppled tree to an upright position as nearly as possible to the position occupied to the position before it was toppled, and carrying out the cultural practices necessary to restore the tree.

Sales closing date – In lieu of the definition in section 1 of the Basic Provisions, there is no specific date by which applications must be filed. However, applications submitted after the sales closing date may affect your eligibility for other farm program benefits. The sales closing date is the last date you may change the coverage level, optional coverage, or amount of protection for the next crop year.

Scion – A detached living portion of a plant joined to a stock in grafting.

Set out – Transplanting a tree into the grove.

Share – In lieu of the definition in section 1 of the Basic Provisions, your percentage of interest in the insured crop as owner, or tenant with a long-term lease of not less than 6 years beyond the current crop year covering the acres that the insured trees are planted on, at the time insurance attaches. However, only for the purpose of determining the amount of indemnity, your share will not exceed your share at the time of
loss.

Stage – A tree-classification system used by us. At the time insurance attaches, the stage of each insurable tree in the unit is:

(a) For orange, grapefruit, lemon, lime, other citrus, avocado, and mango trees, if they:
   (1) Were set out less than three crop years, buckhorned or topworked less than two crop years, or were reset after having been toppled less than one crop year prior to the beginning of the current crop year, denoted as stage I.
   (2) Were set out three or more crop years, buckhorned or topworked two crop years or more, or were reset after having been toppled less than two crop years prior to the beginning of the current crop year, but do not yet qualify as stage III, denoted as stage II, except that:
   (3) Are able to produce a yield typical of a healthy tree of the current tree age, denoted as stage III, except that:
      (i) Citrus, avocado, and mango trees will not qualify for stage III until after the sixth crop year after set out; and
      (ii) Citrus, avocado, and mango trees will not qualify for stage III until after the fourth crop year after buckhorning or topworking.

(b) For carambola trees, if they:
   (1) Were set out, buckhorned, or topworked less than one crop year prior to the beginning of the current crop year, denoted as stage I.
   (2) Were set out, buckhorned, or topworked one or more crop years prior to the beginning of the current crop year, but do not yet qualify as stage III, denoted as stage II.
   (3) Are able to produce a yield typical of a healthy tree of the current tree age, denoted as stage III; however, carambola trees will not qualify for stage III until after the second crop year after set out, buckhornering, or topworking.

Stage-block – A block in which at least 75 percent of the trees are the same stage at the time insurance attaches.

Stand of damaged trees – The area or areas within a unit where damage due to the same insurable cause of loss occurs, as established by us for the crop year, and used to determine the damage value for the unit. If distinct areas of damaged trees within the unit cannot be established, the stand of damaged trees will be the entire unit.

Toppled – A tree that is no longer upright and has an exposed root system.

Topworked – A buckhorned tree with a new scion grafted onto the interstock.

Tree reference price – The price per tree listed on the actuarial documents for tree replacement or rehabilitation that is used in calculating the unit value, the amount of protection, and the damage value.

Tropical trees – Avocado, carambola, and mango trees.

Undamaged tree – A tree that does not require rehabilitation or removal.

Underreport factor (unit) – The result of dividing the amount of protection by the unit value, rounded to three decimal places, not to exceed 1,000.

Unit deductible – The dollar amount determined by multiplying the actual number of insurable trees in each stage-block in the unit on the day before the loss (but not reduced for any insured damage that occurred during the crop year) times the applicable tree reference price, totaling these values, and multiplying this result times the deductible.

Unit value – Unless otherwise specified on the actuarial documents, the amount determined by multiplying the actual number of insurable trees in each stage-block in the unit, as determined by us, on the day before the loss (but not reduced for any insured damage that occurred during the crop year) times the applicable tree reference price for the stage listed in the actuarial documents, totaling these values, and then multiplying this result times the coverage level selected by you.

2. Unit Division.

(a) A basic unit, as established in section 1 of the Basic Provisions, will be divided into additional basic units by each crop defined in section 1 of these Crop Provisions.

(b) The provisions in section 34 of the Basic Provisions that allow for enterprise and whole farm units, and the provisions that allow for optional units by irrigated and non-irrigated practices, are not applicable.

(c) In addition to establishing optional units by section, section equivalents, or FSA farm serial number as specified in section 34 of the Basic Provisions, units may be established if each optional unit is located on non-contiguous land.


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

(a) You may select only one coverage level for each crop, as defined in section 1 of these Crop Provisions that you elect to insure.

(b) After the initial crop year of insurance, your coverage level election, share insured, optional coverage or amount of protection may only be changed on or before the sales closing date prior to the beginning of the crop year for which the change is to be effective.


In accordance with section 4 of the Basic Provisions, the contract change date is January 31 preceding the cancellation date.

5. Cancellation and Termination.

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are May 31 before the beginning of the crop year.


(a) In lieu of section 6(a) of the Basic Provisions, you must submit an annual acreage report on our form by the sales closing date of the calendar year in which insurance attaches for carryover insureds, and the date of application for new insureds.

(b) In addition to the provisions in section 6(c) of the Basic Provisions, you must report by stage-block for each unit:
   (1) The stage of the trees; and
   (2) The number of trees, insurable and not insurable.

(c) You must submit a pre-acceptance worksheet and grove identification map, which indicates the location of each stage-block of trees by section, and includes any trees not insurable for each unit, with your application. A revised worksheet and map must be submitted by the acreage reporting date if any trees are added in a succeeding crop year.

(d) Section 6(g) of the Basic Provisions does not apply.

7. Annual Premium.

(a) In lieu of section 7(c) of the Basic Provisions, we will determine your annual premium by multiplying the amount of protection for the unit times your share, times the applicable premium rate, and times any applicable premium adjustment factors shown in the actuarial documents.
8. Insured Crop.

(b) In addition to the provisions in section 7 of the Basic Provisions, the premium will be adjusted for applications submitted after the sales closing date. Premium will be charged for the entire month, as shown in the actuarial documents, for any month during which any amount of coverage is provided under these Crop Provisions.


(a) In accordance with section 8 of the Basic Provisions, the trees insured will be those of each crop, as defined in section 1, for which you elect insurance coverage and a premium rate is quoted in the actuarial documents:

(1) That are grown in the county listed on your application;
(2) In which you have a share; and
(3) That are grown to produce a commodity intended to be sold as fruit or juice for human consumption.

(b) In addition to the exclusions listed in section 8 of the Basic Provisions, we do not insure any trees that:

(1) Have been grafted within a 12-month period before the date insurance attaches, unless the grafting is a result of topworking;
(2) Are non-grafted seedlings (grown from seed);
(3) Are unsound, diseased, or unhealthy;
(4) No longer have the potential to produce a yield typical of healthy trees of the same age as the subject trees, unless such trees were topworked or buckhorned and qualify as stage I or II;
(5) Are toppled; or
(6) Were damaged before the beginning of the insurance period (If trees suffered damage the previous crop year, then insurance will not attach until the previous year’s damage is determined, you submit a revised acreage report, and the trees are accepted by us).


(b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure:

(1) Any trees for flooding due to high groundwater that do not meet the requirements given in the Special Provisions;
(2) Any stage I citrus trees that, due to freeze, do not meet the requirements, if provided, in the Special Provisions; and
(3) Against damage other than actual damage to the tree from an insurable cause specified in this section.


(a) In addition to the requirements of section 14 of the Basic Provisions, insurance is provided only against the following causes of loss that occur within the insurance period:

(1) Freeze;
(2) Wind;
(3) Excess moisture;
(4) Flooding due to high groundwater levels, if allowed by the Special Provisions; and
(5) Insects, diseases, and other pathogens, as specifically provided by the Special Provisions.

(b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure:

(1) Any trees for flooding due to high groundwater that do not meet the requirements given in the Special Provisions;
(2) Any stage I citrus trees that, due to freeze, do not meet the requirements, if provided, in the Special Provisions; and
(3) Against damage other than actual damage to the tree from an insurable cause specified in this section.


(a) We will determine your loss on a unit basis. In the event of loss or damage covered by this policy, we will settle your claim as specified below:

(1) Determine the unit value and the underreport factor (URF);
(2) For trees within a unit that are damaged by an insurable cause of loss, your loss will be determined by:

(i) Calculating the unit deductible;
(ii) Calculating the damage value for the current loss;
(iii) Multiplying the result of 12(a)(2)(ii) by the URF to determine the adjusted damage value;
(iv) Calculating the adjusted damage value for each loss that occurred since the beginning of the crop year;
(v) Totaling the results of section 12(a)(2)(iv);
The total percent damage to any stage-block or portion of a stage-block within a stand of damaged trees cannot exceed 100 percent for any stage-block or portion of a stage-block within a stand of damaged trees.

Any damage due to uninsured causes will not be included in the damage for the unit.

Percent of damage will be determined not later than the earlier of:
1. Our determination of the total destruction of insured trees on the unit; or
2. May 31 of the crop year unless the percent of damage cannot be determined and in such cases it will be determined not later than twelve months after May 31 of the crop year in which the damage occurred.

13. Late and Prevented Planting, and Written Agreements.
The late and prevented planting and the written agreement provisions of the Basic Provisions are not applicable.

(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 the Occurrence Loss Option at the time of application, or on or before the sales closing date if you are a carryover policyholder, and pay the additional premium indicated on the actuarial documents for this optional coverage; and
   2. You have not elected coverage under the Catastrophic Risk Protection Endorsement.

(b) If you elect this option for a crop, all insurable trees of the crop within the county will be insured by this option.
(c) This option may be cancelled by either you or us for any succeeding crop year by giving written notice on or before the cancellation date preceding the crop year for which the cancellation of this option is to be effective.
(d) Your indemnity in the event of a loss will be determined as follows:
   1. Calculate the unit value and the URF.
   2. In lieu of section 12(a)(2), for trees within a unit that are damaged by an insurable cause of loss, and if the amount of insured damage is at least five percent of the unit value (unless otherwise specified in the Special Provisions), your loss will be determined by:
      (i) Multiplying the unit value by 0.05;
      (ii) Calculating the damage value;
      (iii) Calculating the amount of insured damage;
      (iv) Multiplying the amount of insured damage by the URF;
      (v) If the amount of insured damage is:
         (A) Equal to or greater than the result of 14(d)(2)(i), multiplying the amount of insured damage by your share; or
         (B) Less than the result of 14(d)(2)(i), no indemnity will be due.

(b) The applicable percent damage for the crop year will not exceed 100 percent for any stage-block or portion of a stage-block within a stand of damaged trees.

(c) Any damage due to uninsured causes will not be included in the damage for the unit.

(e) Percent of damage will be determined not later than the earlier of:
   1. Our determination of the total destruction of insured trees on the unit; or
   2. May 31 of the crop year in which the damage occurred.

Example of Coverage and Premium
Assume that a grove owner:
- Buys 75-percent coverage level (25-percent deductible).
- Insures two crops under the policy: orange trees and grapefruit trees.
- Reports the following numbers and types of trees: 600 orange trees and 3,000 grapefruit trees.
- Reports one unit each for orange and grapefruit trees and reports the actual stages as follows:
  - orange trees: 200 stage III; 200 stage II; 200 stage I.
  - grapefruit trees: 1,400 stage III; 800 stage II; 800 stage I.
- Holds 100-percent interest in all crops.
- Is charged a premium rate of 3 percent for each crop.
- FCIC’s actuarial documents show the following tree reference prices:
  - orange trees: $18/tree stage I; $29/tree stage II; $35/tree stage III.
  - grapefruit trees: $18/tree stage I; $29/tree stage II; $35/tree stage III.

The amount of protection provided by the policy for each crop will be calculated as follows:
- orange trees: $12,300 = [(200 trees x $35 tree reference price) + (200 x $29) + (200 x $18)] x 75-percent coverage level; and
- grapefruit trees: $64,950 = [(1,400 trees x $35 tree reference price) + (800 x $29) + (800 x $18)] x 75-percent coverage level.

The premium due on each insured crop is:
- orange trees: $369 = $12,300 amount of protection x 100-percent share x 3-percent premium rate; and
- grapefruit trees: $1,949 = $64,950 amount of protection x 100-percent share x 3-percent premium rate.

### Loss Example (with no previous claim):

Assume that wind damage in the grapefruit grove in December destroyed 700 stage III grapefruit trees. The unit value is determined to be the same as the amount of protection, and the underreport factor is 1.00. The indemnity is calculated as follows:
- The number of trees destroyed because of wind is 700.
- The unit deductible is $21,650 = [(1,400 X $35) + (800 X $29) + (800 X $18)] x 25-percent deductible.
- The damage value is $24,500 = 700 trees X $35 reference price X 100-percent damage for destroyed trees.
- The total adjusted damage value is $24,500 = $24,500 X 1.000 URF.
- The total adjusted damage value for the crop year for this loss minus the unit deductible is $2,850 = $24,500 damage value - $21,650 unit deductible.
- Multiplied by the share is $2,850 = $2,850 X 1.00-percent share.
- The indemnity payable is $2,850.

### Loss Example (with previous claim):

Now assume the remaining grapefruit trees have 35-percent damage to 800 stage III trees and 60-percent damage to 400 stage I trees due to freeze in January of the same crop year. The unit value is determined to be the same as the amount of protection. The indemnity for freeze will be calculated as follows:
- The unit deductible is $21,650 = [(1,400 X $35) + (800 X $29) + (800 X $18)] x 25-percent deductible.
- The damage value is $14,120 = [(800 X $35 X 35 percent damage) + (400 x $18 x 60 percent damage)]
- The total adjusted damage value is $14,120 = $14,120 X 1.000 URF.
- The total adjusted damage value for the crop year is $38,620 = $14,120 current adjusted damage value + $24,500 adjusted damage value from previous loss.
- The total adjusted damage value minus unit deductible is $16,970 = $38,620 - $21,650 deductible.
- The preliminary indemnity for this occurrence is the adjusted damage value multiplied by the share, $16,970 = $16,970 x 1.00-percent share.
- Indemnity owed for this most recent cause of loss is the preliminary indemnity minus the previous indemnity, $14,120 = $16,970 - $2,850.

### Example of Coverage and Premium: Occurrence Loss Option

Assume that a grove owner:
- Buys 75-percent coverage level (with 25-percent deductible).
- Insures two crops covered under the policy: orange trees and grapefruit trees.
- Reports the following number of trees: 600 orange trees and 3,000 grapefruit trees.
- Reports one unit each for orange and grapefruit trees and reports the actual stages as follows:
  - orange trees: 200 stage III; 200 stage II; 200 stage I.
  - grapefruit trees: 1,400 stage III; 800 stage II; 800 stage I.
- Holds 100-percent interest in all crops.
- Is charged a premium rate of 6 percent for each crop (base policy with Occurrence Loss Option rate).
- FCIC’s actuarial documents show the following tree reference prices:
  - orange trees: $18/tree stage I; $29/tree stage II; $35/tree stage III.
  - grapefruit trees: $18/tree stage I; $29/tree stage II; $35/tree stage III.

The amount of protection provided by the policy for each crop will be calculated as follows:
- orange trees: $12,300 = [(200 trees x $35 tree reference price) + (200 x $29)] x 75-percent coverage level; and
- grapefruit trees: $64,950 = [(1,400 trees x $35 tree reference price) + (800 x $29) + (800 x $18)] x 75-percent coverage level.

The premium due on each insured crop is:
- orange trees: $3,897 = $12,300 amount of protection x 100-percent share x 6-percent premium rate; and
- grapefruit trees: $16,970 = $64,950 amount of protection x 100-percent share x 6-percent premium rate.

### Loss Example – Occurrence Loss Option:

The grapefruit trees have 35-percent damage to 800 stage III trees and 60-percent damage to 400 stage I trees due to freeze in January. The unit value is determined to be the same as the amount of protection. The indemnity will be calculated as follows:
- Five-percent of the unit value is $3,248 = $64,950 x 0.05.
- The damage value is $14,120 = [(800 x $35 x 35 percent damage) + (400 x $18 x 60 percent damage)]
- The amount of insured damage is $10,590 = $14,120 x 75-percent coverage level x 1.000 URF.
- The amount of insured damage is more than five-percent of the unit value ($10,590 > $3,248).
- Indemnity owed for the most recent cause of loss is $10,590 = $10,590 x 100-percent share.