

**UNITED STATES DEPARTMENT OF AGRICULTURE
FEDERAL CROP INSURANCE CORPORATION**



FIG CROP PROVISIONS

If a conflict exists between the Common Crop Insurance Policy and the Special Provisions, the Special Provisions will control. If a conflict exists between these Crop Provisions and the Special Provisions, the Special Provisions will control.

1. Definitions

- (a) **Good farming practices** - The cultural practices necessary for the insured crop to make usual and normal progress toward maturity and which can be expected to produce at least the yield used to determine the production guarantee. Good farming practices are generally those in use in the county for production of the insured crop and are recognized by the Cooperative Extension Service as compatible with agronomic and weather conditions in the area.
- (b) **Harvest** - The picking of the figs from the trees or ground by hand or machine for the purpose of removal from the orchard.
- (c) **Irrigated practice** - A method of producing a crop by which water is artificially applied during the growing season by appropriate systems, and at the proper times, with the intention of providing the quantity of water needed to produce at least the yield used to establish the irrigated production guarantee on the irrigated acreage for the insured crop.
- (d) **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.
- (e) **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.
- (f) **Noncontiguous land** - Land which is not touching at any point, except that land which is separated by only a public or private right-of-way will be considered contiguous.
- (g) **Production guarantee** - The number of pounds determined by multiplying the approved yield per acre by the coverage level percentage you elect.
- (h) **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

In addition to the provisions of subsection 1.(tt) of the Common Crop Insurance Policy, a unit will consist of all the insurable acreage of an insurable type of fig in the county. Unless limited by the Special Provisions, these units may be further divided into optional units if, for each optional unit you claim, all the conditions of subsections 2.(a), and (b) are met, or if we agree in writing. Optional units must be established at the time you file your report of acreage for each crop year.

- (a) You must have verifiable records of acreage and production for each optional unit for at least the last crop year used to determine your production guarantee.
- (b) The acreage of insured figs must be located on

noncontiguous land.

Basic units may not be divided into optional units on any basis (production practice, type, variety, planting period, etc.) other than as described under this section. If you do not comply fully with these conditions, we will combine all optional units which are not established in compliance with these provisions into the basic unit from which they were formed. We may do this at any time we discover that you have failed to comply with these conditions. If failure to comply with these provisions is determined to be inadvertent, and if the optional units are combined, the premium paid for electing optional units will be refunded to you.

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 Common Crop Insurance Policy, 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 Common Crop Insurance Policy).

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 table:

- (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 Common Crop Insurance Policy, 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 Common Crop Insurance Policy, 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 Common Crop Insurance Policy, 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 3 days of the date harvest should have started if the crop will not be 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.