

SUMMARY OF CHANGES FOR THE ONION CROP PROVISIONS (98-013) Rev. 12-97

The following is a brief description of changes to the crop provisions that will be effective for the 1998 and succeeding crop years in counties with a December 31 contract change date and for the 1999 and succeeding crop years in counties with a June 30 contract change date. 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 to unit division provisions since provisions previously contained in section 2 regarding unit division requirements and unit structure by irrigated and non-irrigated practices, have been moved from the crop provisions to the Basic Provisions;
 - (c) Modification of prevented planting provisions, and referral of late planting provisions to the Basic Provisions;
 - (d) Removal of provisions regarding written agreements now contained in the Basic Provisions.



UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
ONION 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.

Damaged onion production - Storage type onions that do not grade U.S. No. 1 or do not satisfy any other standards that may be contained in the Special Provisions; or non-storage type onions which do not satisfy standards contained in any applicable marketing order or other standards that may be contained in the Special Provisions.

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 harvesting all or a portion of the crop.

Harvest - Removal of the onions from the field after topping and lifting or digging.

Hundredweight - 100 pounds avoirdupois.

Lifting or digging - A pre-harvest process in which the onion roots are severed from the soil and the onion bulbs laid on the surface of the soil for drying in the field.

Non-storage onions - Generally of a Bermuda, Granex, or Grano variety, or hybrids developed from these varieties, that are harvested as a bulb and dried only a short time, and consequently have a higher moisture content. They are thinner skinned, contain a higher sugar content, and are generally milder in flavor than storage onions. Due to a higher moisture and sugar content, they are subject to deterioration both on the surface and internally if not used shortly after harvest.

Onion production - Onions of recoverable size and condition, with excess dirt and foliage material removed and that are not considered damaged onion production.

Planted acreage - In addition to the definition contained in the Basic Provisions, onions must be planted in rows.

Production guarantee (per acre):

- (a) First stage production guarantee - Thirty-five percent (35%) of the final stage production guarantee.
- (b) Second stage production guarantee - Sixty percent (60%) of the final stage production guarantee.
- (c) Final stage production guarantee - The quantity of onions (in hundredweight) determined by multiplying the approved yield per acre by the coverage level percentage you elect.

Storage onions - Onions other than a Bermuda, Granex, or Grano variety, or hybrids developed from these varieties that are harvested as a bulb and dried to a lower moisture content, are firmer, have more outer layers of paper-like skin, and are darker in color than non-storage onions. They are generally more pungent, have a lower sugar content, and can normally be stored for several months under proper conditions prior to use without deterioration.

Topping - A pre-harvest process to initiate curing, in which onion foliage is removed or bent over.

Type - A category of onions as identified in the Special Provisions.

2. Unit Division.

- (a) Provisions in the Basic Provisions that allow optional

units by section, section equivalent, or FSA farm serial number are not applicable.

- (b) In addition to, or instead of, establishing optional units by irrigated acreage or non-irrigated acreage, optional units may be established by type, if the specific type is designated in the Special Provisions.

3. Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities.

- (a) In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions, you may select only one price election for all the onions in the county insured under this policy unless the Special Provisions provide different price elections by type, in which case you may select one price election for each onion type designated in the Special Provisions. The price elections you choose for each type must have the same percentage relationship to the maximum price offered by us for each type. For example, if you choose 100 percent of the maximum price election for one type, you must also choose 100 percent of the maximum price election for all other types.
- (b) The production guarantee progresses, in stages, to the final stage production guarantee. Stages will be determined on an acre basis and at least 75% of the plants on such acreage must be at the same stage to qualify for the applicable stage guarantee. The stages are as follows:

- (1) First stage extends from planting through the emergence of the third leaf for direct seeded onions, and has a guarantee of 35 percent of the final stage production guarantee.
- (2) Second stage extends from emergence of the fourth leaf for direct seeded onions, or from transplanting of onion plants or sets, until the acreage has been subjected to topping and lifting or digging, and has a guarantee of 60 percent of the final stage production guarantee.
- (3) Final stage extends from the completion of topping and lifting or digging on the acreage until the end of the insurance period, and is the quantity of onions (in hundredweight) determined by multiplying the approved yield per acre by the coverage level percentage elected.

- (c) Any acreage of onions damaged in the first or second stage, to the extent that producers in the area would not normally further care for the onions, will be deemed to have been destroyed even though you may continue to care for the onions. The production guarantee for such acreage will not exceed the production guarantee for the stage in which the damage occurred.

4. Contract Changes.

In accordance with section 4 (Contract Changes) of the Basic Provisions, the contract change date is June 30 preceding the cancellation date for counties with an August 31 cancellation date, and November 30 preceding the

cancellation date for all other counties.

5. Cancellation and Termination Dates.

In accordance with section 2 (Life of the Policy, Cancellation, and Termination) of the Basic Provisions, the cancellation and termination dates are:

<u>State & County</u>	<u>Cancellation and Termination Date</u>
All Georgia Counties; Umatilla County, Oregon; Kinney, Uvalde, Medina, Bexar, Wilson, Karnes, Bee, and San Patricio, Counties, Texas, and all Texas Counties lying south thereof; Walla Walla County, Washington.	August 31

All other states and counties.

February 1

6. Annual Premium.

In lieu of the provisions of section 7(c) (Annual Premium) of the Basic Provisions, the annual premium amount is computed by multiplying the final stage production guarantee by the price election, the premium rate, the insured acreage, your share at the time of planting, and any applicable premium adjustment factors contained in the actuarial documents.

7. Insured Crop.

In accordance with section 8 (Insured Crop) of the Basic Provisions, the crop insured will be all the storage and non-storage onions (excluding green (bunch) or seed onions, chives, garlic, leeks, and scallions) in the county for which a premium rate is provided by the actuarial documents:

- (a) In which you have a share;
- (b) That are planted for harvest as either storage onions or non-storage onions;
- (c) That are not (unless allowed by the Special Provisions or by written agreement):
 - (1) Interplanted with another crop, unless the onions are interplanted with a windbreak crop and the windbreak crop is destroyed within 70 days after completion of seeding or transplanting; or
 - (2) Planted into an established grass or legume.

8. Insurable Acreage.

In addition to the provisions of section 9 (Insurable Acreage) of the Basic Provisions, we will not insure any acreage of the insured crop that:

- (a) Was planted the previous year to storage or non-storage onions, green (bunch) onions, seed onions, chives, garlic, leeks, shallots, or scallions unless different rotation requirements are specified in the Special Provisions or we agree in writing to insure such acreage; or
- (b) Is damaged before the final planting date to the extent that the majority of producers in the area would normally not further care for the crop and is not replanted, unless we agree that it is not practical to replant.

9. Insurance Period.

- (a) In addition to the provisions of section 11 (Insurance Period) of the Basic Provisions, the acreage must be planted on or before the final planting date designated in the Special Provisions except as allowed in section 14(c).
- (b) The insurance period ends at the earliest of:
 - (1) The calendar date for the end of the insurance period as follows:
 - (i) June 1 for Vidalia, and any other non-storage onions planted in the state of Georgia;
 - (ii) July 15 for 1015 Super Sweets, and any other non-storage onions in the state of Texas;
 - (iii) July 31 for Walla Walla Sweets, and any other

non-storage onions in the states of Oregon and Washington;

- (iv) August 31 for all non-storage onions in any other state; and
- (v) October 15 for all storage onions; or
- (2) The following event for each unit or portion of a unit:
 - (i) Removal of the onions from the field; or
 - (ii) Fourteen days after lifting or digging.

10. Causes of Loss.

- (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 within the insurance period:
 - (1) Adverse weather conditions;
 - (2) Fire;
 - (3) Insects, but not damage due to insufficient or improper application of pest control measures;
 - (4) Plant disease, but not damage due to insufficient or improper application of disease control measures;
 - (5) Wildlife, unless control measures have not been taken;
 - (6) Earthquake;
 - (7) Volcanic eruption; or
 - (8) 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 not insured against as listed in section 12 (Causes of Loss) of the Basic Provisions, we will not insure against any loss of production due to damage that occurs or becomes evident after the end of the insurance period, including, but not limited to, loss of production that occurs after onions have been placed in storage.

11. Replanting Payment.

- (a) In accordance with section 13 (Replanting Payment) of the Basic Provisions, a replanting payment is allowed if the crop is damaged by an insurable cause of loss to the extent that the remaining stand will not produce at least 90 percent of the final stage production guarantee for the acreage and we determine that it is practical to replant.
- (b) The maximum amount of the replanting payment per acre will be the lesser of 7 percent of the final stage production guarantee or 18 hundredweight multiplied by your price election for the type and by your insured share.
- (c) When onions are replanted using a practice that is uninsurable as an original planting, the liability for the unit will be reduced by the amount of the replanting payment. The premium amount will not be reduced.

12. Duties in the Event of Damage or Loss.

- (a) In accordance with the requirements of section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions, any representative samples of the unharvested crop that may be required 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.
- (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 that is not less than the production guarantee per acre if such failure results in our inability to make the required appraisal.

13. Settlement of Claim.

- (a) We will determine your loss on a unit basis. In the event you are unable to provide production records:
 - (1) For any optional units, we will combine all optional units for which acceptable production records were not provided; or
 - (2) 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) In the event of loss or damage covered by this policy, we will settle your claim by:
 - (1) Multiplying the insured acreage by its respective production guarantee;
 - (2) Multiplying each result of section 13(b)(1) by the respective price election;
 - (3) Totaling the results in section 13(b)(2);
 - (4) Multiplying the total production to be counted (see section 13(c)) by the respective price elections you chose;
 - (5) Totaling the results of section 13(b)(4);
 - (6) Subtracting the result in section 13(b)(5) from the result in 13(b)(3); and
 - (7) Multiplying the result in section 13(b)(6) by your share.
- (c) The total production (in hundredweight) to count from all insurable acreage on the unit will include:
 - (1) All appraised production as follows:
 - (i) Not less than the production guarantee for acreage:
 - (A) That is abandoned;
 - (B) That is direct marketed to consumers if you fail to meet the requirements contained in section 12;
 - (C) Put to another use without our consent;
 - (D) That is damaged solely by uninsured causes; or
 - (E) For which you fail to provide production records that are acceptable to us;
 - (ii) Production lost due to uninsured causes;
 - (iii) Unharvested onion production (mature unharvested production may be adjusted based on the percent of damaged onion production in accordance with section 13(d));
 - (iv) The appraised production that exceeds the difference between the first or second stage (as applicable) and the final stage production guarantee for acreage that does not qualify for the final stage guarantee, if such acreage is not subject to section 13(c)(1) (i) and (ii); and
 - (v) Potential production on insured acreage that you intend to put to another use or abandon, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end if you put the acreage to another use or abandon the crop.
 - (vi) If agreement on the appraised amount of production is not reached:
 - (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 onion 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, our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of production to count) or;

- (B) If you elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested onion production, or our reappraisal if additional damage occurs and the crop is not harvested.
 - (2) All harvested onion production from the insurable acreage.
- (d) If the damage to onion production (harvested or unharvested) exceeds the percentage shown by type in the Special Provisions, no production will be counted for that unit or portion of a unit unless the damaged onion production from that acreage is subsequently sold.
- (e) The extent of any damaged onion production must be determined not later than the time onions are placed in storage if the production is stored prior to sale, or the date the onions are delivered to a packer, processor, or other handler if production is not stored.

14. Prevented Planting.

Your prevented planting coverage will be 45 percent of your production guarantee for timely planted acreage. If you have limited or additional levels of coverage, as specified in 7 CFR part 400, subpart T, and pay an additional premium, you may increase your prevented planting coverage to a level specified in the actuarial documents.