

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
FLORIDA FRUIT TREE PILOT CROP INSURANCE 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.

ACC – Asiatic Citrus Canker, a disease caused by the bacterium *Xanthomonas axonopodis* pathovar *citri* (Hasse) Dawson, which adversely affects citrus trees.

ACC Underwriting Certificate – A form issued by APHIS or DPI, which describes the status of citrus trees with respect to ACC.

Acceptable, negative ACC Underwriting Certificate – An ACC Underwriting Certificate issued by DPI no more than one month before the date that it was received by us, is based on inspections performed within the time periods required by DPI or APHIS, and which indicates that the citrus trees in the section are not infected by or exposed to ACC.

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.

APHIS – Animal and Plant Health Inspection Service, an agency of the United States Department of Agriculture, or a successor agency.

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, tangelos, and Murcotts; and
- (i) Any other trees as grouped and specified in the Special Provisions.

Crop year – For the 2007 crop year only, the period beginning July 1 and extending through May 31 of the following year, and for the 2008 crop year and succeeding years, 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 tree damaged to the extent that:

- (a) DPI identified as being infected by or exposed to ACC and you removed according to the limitations specified in the Special Provisions;
- (b) The tree is dead;
- (c) For citrus only, if there exists damage within one foot of the trunk for stage II and stage III trees;
- (d) 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;
- (e) The tree is toppled, and rehabilitation is not possible, or the tree is missing; or
- (f) There is no live wood above the bud union.

DPI – Division of Plant Industry, an agency of the Florida Department of Agriculture and Consumer Services, or a successor agency.

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 – A 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 – A 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).

Public order – Either an “Agreement to Destroy and Covenant Not to Sue” signed by you and by DPI or an “Immediate Final Order” issued by DPI, both of which identify citrus trees infected by or exposed to ACC.

Quarantine zone – An area immediately adjacent to infected or exposed citrus trees as identified by DPI or APHIS, from which the movement of fruit and plant material is regulated by APHIS or DPI.

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 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 for new policies 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.
 - (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, buckhorning, or topworking.

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

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.

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

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, except as provided in section 3(c).
- (c) If an ACC Underwriting Certificate indicates that some citrus trees in any section are infected by or exposed to ACC and ACC coverage has attached, then the coverage level for the crop and share insured cannot be increased, optional coverage cannot be added, and any added land in a section that contains trees infected by or exposed to

ACC cannot be insured for losses caused by ACC, until the following crop year and:

- (1) The trees specified as infected by or exposed to ACC are removed;
- (2) You provide documentation of tree removal, obtained from DPI or APHIS, to us;
- (3) You submit an acceptable, negative Underwriting Certificate to us; and
- (4) Other conditions for insurability are met.

4. Contract Changes.

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.

6. Report of Acreage.

- (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;
 - (2) The number of trees, insurable and not insurable; and
 - (3) The number of trees not insured for losses caused by ACC.
- (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 or not insured for losses caused by ACC, 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)(1) 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.
- (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.

8. Insured Crop.

- (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).

- (c) In addition to the exclusions listed in section 8(b), we do not insure any citrus trees for losses due to infection by or exposure to ACC that:

- (1) Were inspected by DPI before coverage for ACC attached and for which a specimen collected during the inspection was confirmed positive for ACC by a DPI pathologist; or
- (2) Were planted during the period when replanting was prohibited by DPI or APHIS after the removal of trees infected by or exposed to ACC from the same acreage.

9. Insurance Period.

- (a) In accordance with the provisions of section 11 of the Basic Provisions, coverage begins, unless we notify you that all or a part of your trees are not insurable, as follows:
 - (1) For new policies:
 - (i) If the completed application is received by us by the sales closing date, and subject to all other requirements of the policy, coverage for the 2007 crop year begins on July 1, 2006; for the 2008 and succeeding crop years, coverage begins on June 1 following the sales closing date for the crop year; or
 - (ii) If the completed application is received by us after the sales closing date, and subject to all other requirements of the policy, coverage begins 45 days after our receipt of the completed application; or
 - (2) For renewal policies if an acreage report (and a completed application if required) is received by us by the sales closing date, coverage begins on June 1 following the sales closing date for the crop year.
 - (i) An application is required if you elect a higher coverage level, add the Comprehensive Tree Value Endorsement or the Occurrence Loss Option, report an increased share, or report additional acreage of insurable trees such that the amount of protection will increase by more than 10 percent.
 - (ii) If insured damage occurs after the sales closing date but before insurance attaches for the crop year, insurance coverage will not attach to any additional amount of protection or optional coverage elected or reported by you for the crop year.
 - (3) Upon set out for replacement trees. A revised acreage report is required to increase the amount of protection.
- (b) The insurance period ends the earlier of:
 - (1) May 31 of the crop year; or
 - (2) Our determination of the total destruction of insured trees on the unit.

10. 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 within the insurance period:
 - (1) Freeze;
 - (2) Wind;
 - (3) Excess moisture;
 - (4) Flooding due to high groundwater levels, if allowed by the Special Provisions;
 - (5) In accordance with section 10(b), for citrus trees only, infection by or exposure to ACC resulting in a public order that identifies trees according to the limitations specified in the Special Provisions (Tropical trees are not insured for losses due to ACC); and
 - (6) Insects, diseases, and other pathogens, as specifically provided by the Special Provisions.
- (b) With respect to ACC, if the citrus trees are located in a county where an ACC quarantine zone is:
 - (1) Not currently established, insurance coverage will be provided against ACC exposure or infection in accordance with section 10(a)(5); or
 - (2) Currently established, to be insured for losses caused by ACC, in accordance with section 10(a)(5), an acceptable, negative ACC Underwriting Certificate must be received by us within 30 days of the application for all new policies (unless otherwise stated in the Special Provisions) and within 30 days of the sales closing date for all carryover policies that did not provide ACC coverage the previous crop year, unless:
 - (i) For all carryover policies after the crop year in which an acceptable, negative ACC Underwriting Certificate was provided, no ACC certification is required in subsequent crop years unless:
 - (A) You elect a higher coverage level by the sales closing date deadline, in which case all land insured by this policy must be recertified;
 - (B) You report an increased share by the sales closing date deadline, then all land in any unit subject to the increased share must be recertified; or
 - (C) You add acreage and/or trees and the addition will increase the amount of protection by more than 10 percent. The new ACC Underwriting Certificate is only required for the added acreage and/or trees. Previously reported acreage and/or trees that are not in the same section as the added acreage and/or trees do not require a new certification;
 - (ii) The ACC Underwriting Certificate indicates that some citrus trees in any section are infected by or exposed to ACC and ACC coverage has not attached, then none of the citrus trees in which you have a share in that section can be insured for losses caused by ACC.
 - (iii) An acceptable, negative Underwriting Certificate is not received by us within 30 days after sales closing date (unless otherwise stated in the Special Provisions). If this is the case and you have requested to increase the coverage level or share insured, add optional coverage, or insure added acreage and/or trees, you must

revise your acreage report to reflect your choice of:

- (A) Excluding ACC coverage from the sections of land for which such certification is required and obtaining additional coverage (a higher coverage level, increased share, optional coverage, or coverage on added acreage and/or trees) for all other causes of loss; or
 - (B) Retaining ACC coverage and the coverage on the currently insured citrus trees for all other causes of loss at the current coverage level and share insured with no additional optional coverage. The added acreage and/or trees will be insured for all other causes of loss except losses caused by ACC.
- (c) 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 for freeze that do not meet the requirements given in the Special Provisions; and
 - (3) Against damage other than actual damage to the tree from an insurable cause specified in this section.

11. Duties in the Event of Damage or Loss.

- (a) In addition to the requirements of section 14 of the Basic Provisions, if you intend to claim an indemnity, you must not prune or remove any damaged trees until we have inspected the unit. Such inspections will occur within 10 days of the notice of loss, unless we advise you that additional time is needed.
- (b) In lieu of section 14(c) of the Basic Provisions, you must submit a claim for indemnity declaring the amount of your loss not later than 60 days after the end of the insurance period, or if the amount of damage cannot be determined until after the insurance period, not later than twelve months after the end of the insurance period. This claim must include all the information we require to determine your indemnity.
- (c) You must notify us immediately if you discover that ACC may be present on any of your insured citrus trees. The date of loss will be the date when the specimen that was confirmed positive by a DPI pathologist was collected.

12. Settlement of Claim.

- (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;
 - (2) If ACC is the cause of loss then the unit deductible will not apply and your loss will be determined by:
 - (i) Determining the actual number of insurable trees in each stage-block destroyed because of public order;
 - (ii) Calculating the amount of insured damage, according to the limitations specified in the Special Provisions; and
 - (iii) Multiplying the result of paragraph (ii) by the underreport factor and by your share.
 - (3) For trees within a unit that are damaged by an insurable non-ACC cause of loss, your loss will be determined by:
 - (i) Calculating the unit deductible;

- (ii) Calculating the damage value for each loss that occurred since the beginning of the crop year, including losses due to ACC;
 - (iii) Totaling the results of section 12(a)(3)(ii);
 - (iv) Subtracting the result of section 12(a)(3)(i) from the result of 12(a)(3)(iii);
 - (v) Multiplying the result of 12(a)(3)(iv) by the underreport factor and by your share; and
 - (vi) Subtracting any previous indemnity for the current crop year from 12(a)(3)(v) to determine the indemnity owed for the damage as a result of the most recent insurable cause of loss.
- (4) The total amount of ACC and non-ACC indemnities payable on a unit during the crop year is limited to the lesser of the amount of protection for that unit or the unit value.
- (b) Percent of damage for each stage-block in the stand of damaged trees will be determined as follows:
- (1) For damage occurring during the year of set out:
 - (i) Any tree with no live wood above the bud union will be considered destroyed; and
 - (ii) Any tree with live wood above the bud union will be considered undamaged.
 - (2) For damage 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:
 - (i) Trees considered destroyed are any tree:
 - (A) That is dead;
 - (B) With no live wood above the bud union;
 - (C) That is toppled, and for which rehabilitation is not possible or the tree is missing;
 - (D) For citrus only, if there exists damage within six inches of the trunk for stage I trees following the year of set out, or within one foot of the trunk for stage II and stage III trees;
 - (E) 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; and
 - (F) That is a citrus tree removed because of ACC, according to the limitations specified in the Special Provisions.
 - (ii) Trees considered fully (100-percent) damaged are any tree:
 - (A) Buckhorned or topworked with no live wood above the new growth points or above the graft unions;
 - (B) That is a citrus or carambola tree and the diameter of at least one damaged limb is at least three inches at the point of damage;
 - (C) That is an avocado or mango tree and the diameter of at least one damaged limb is at least four inches at the point of damage, additionally, the diameter of the trunk at the point of damage may also be considered to satisfy the four-inch requirement; and
 - (D) That is toppled and for which rehabilitation is possible.
 - (iii) Trees considered partially damaged are any tree:
 - (A) That is a citrus or carambola tree and the diameter of at least one damaged limb is at least one inch but less than three inches at the point of damage; and
 - (B) That is an avocado or mango tree and the diameter is at least two inches but less than four inches at the point of damage.
- (c) 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.
 - (d) 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 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.
- 14. Occurrence Loss Option.**
- (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 underreport factor;
 - (2) If ACC is the cause of loss, your indemnity will be determined in accordance with 12(a)(2);
 - (3) In lieu of section 12(a)(3), for trees within a unit that are damaged by an insurable cause of loss other than ACC, 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) If the amount of insured damage is:
 - (A) Equal to or greater than the result of 14(d)(3)(i), multiplying the amount of insured damage by the underreport factor and by your share; or
 - (B) Is less than the result of 14(d)(3)(i), no indemnity will be due.
 - (4) 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 the crop year.
 - (5) The total amount of ACC and non-ACC indemnities payable on a unit during the crop year is limited to the lesser of the amount of protection for that unit or the unit value.

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: $\$12,300 = [(200 \text{ trees} \times \$35 \text{ tree reference price}) + (200 \times \$29) + (200 \times \$18)] \times 75\text{-percent coverage level}$; and
- grapefruit trees: $\$64,950 = [(1,400 \text{ trees} \times \$35 \text{ tree reference price}) + (800 \times \$29) + (800 \times \$18)] \times 75\text{-percent coverage level}$.

The premium due on each insured crop is:

- orange trees: $\$369 = \$12,300 \text{ amount of protection} \times 100\text{-percent share} \times 3\text{-percent premium rate}$; and
- grapefruit trees: $\$1,949 = \$64,950 \text{ amount of protection} \times 100\text{-percent share} \times 3\text{-percent premium rate}$.

ACC Loss Example:

Assume that ACC is discovered in the grapefruit grove in December and that 600 stage III grapefruit trees are removed pursuant to a public order, and in accordance with the limitations specified in the Special Provisions. The unit value is determined to be the same as the amount of protection, and the underreport factor is 1.000. The ACC indemnity is calculated as follows:

- The number of trees destroyed because of ACC is 600;
- The damage value is $\$21,000 = 600 \text{ trees} \times \$35 \text{ reference price} \times 100\text{-percent damage because destroyed}$.
- The amount of insured damage is $\$15,750 = \$21,000 \times 75\text{-percent coverage level}$.
- The ACC indemnity payable is $\$15,750 = \$15,750 \times 1.000 \text{ underreport factor} \times 100\text{-percent share}$.

Non-ACC Loss Example (with previous ACC claim):

Now assume that 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 non-ACC indemnity will be calculated as follows:

- The unit deductible is $\$21,650 = [(1,400 \times \$35) + (800 \times \$29) + (800 \times \$18)] \times 25\text{-percent deductible}$.
- The damage value is $\$14,120 = [(800 \times \$35 \times 35 \text{ percent damage}) + (400 \times \$18 \times 60 \text{ percent damage})]$.
- The total damage value for the crop year is $\$35,120 = \$14,120 + \$21,000$.
- The total damage value minus unit deductible is $\$13,470 = \$35,120 - \$21,650$.
- Multiplied by the underreport factor and share is $\$13,470 = \$13,470 \times 1.000 \times 100\text{-percent share}$.
- Indemnity owed for most recent cause of loss is $\$0 (\$13,470 - \$15,750 = -\$2,280)$.

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: $\$12,300 = [(200 \text{ trees} \times \$35 \text{ tree reference price}) + (200 \times \$29) + (200 \times \$18)] \times 75\text{-percent coverage level}$; and
- grapefruit trees: $\$64,950 = [(1,400 \text{ trees} \times \$35 \text{ tree reference price}) + (800 \times \$29) + (800 \times \$18)] \times 75\text{-percent coverage level}$.

The premium due on each insured crop is:

- orange trees: $\$738 = \$12,300 \text{ amount of protection} \times 100\text{-percent share} \times 6\text{-percent premium rate}$; and
- grapefruit trees: $\$3,897 = \$64,950 \text{ amount of protection} \times 100\text{-percent share} \times 6\text{-percent premium rate}$.

Non-ACC 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 non-ACC indemnity will be calculated as follows:

- Five-percent of the unit value is $\$3,248 = \$64,950 \times 0.05$.
- The damage value is $\$14,120 = [(800 \times \$35 \times 35 \text{ percent damage}) + (400 \times \$18 \times 60 \text{ percent damage})]$.
- The amount of insured damage is $\$10,590 = \$14,120 \times 75\text{-percent coverage level}$.
- 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 $\$10,590 = \$10,590 \times 1.000 \times 100\text{-percent share}$.