SUMMARY OF CHANGES FOR THE
FLORIDA CITRUS FRUIT CROP PROVISIONS
ACTUAL PRODUCTION HISTORY (25-FCF)
(Released August 2023)

The following is a brief description of changes to the Florida Citrus Fruit Crop Provisions Actual Production History that will be effective for the 2025 and succeeding crop years. Please refer to the Crop Provisions for more complete information.

- Section 1 – Added a definition for "excess wind" to correspond to the added causes of loss in section 10;

- Section 3 –
  - In paragraph (i), clarified the specific method and timing of actions that will be taken if any circumstances occur that may reduce yields from previous levels;
    - Clarified the "yield" is the "approved yield" in paragraphs (i)(1) through (3);
  - In paragraph (j)
    - Revised to ensure consistency with the Basic Provisions, following the Actual Production History and Other Crop Insurance Transparency (APHCIT) final rule, published June 29, 2023. Clarified that there is a lag year for production reporting;
  - In paragraph (k), corrected the citation from 7 CFR part 400 subpart G to section 3 and section 5 of the Basic Provisions.

- Section 8(b)(1) –
  - Increased the age for purposes of determining insurability of acreage not producing the 100-box minimum production from six to eight years after set out;
  - Increased the previous crop year period from 2 to the 3 previous crop years and updated the example to correspond with the change;
  - Provided an exception to the 100-box minimum production in the Special Provisions;

- Section 10(a) –
  - Replaced "adverse weather" as a cause of loss with the specific named perils associated with adverse weather;
  - In paragraph (9), revised post bloom fruit drop to include a reference the definition in section 1; and

- Section 11(b)(ii) – Added requirement to provide notice within 30 days if the insured acreage is damaged by post-bloom fruit drop.

UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
FLORIDA CITRUS FRUIT CROP PROVISIONS
ACTUAL PRODUCTION HISTORY

1. **Definitions**

Box – A box containing the official weight of citrus per box for the applicable citrus fruit commodity as specified in the Special Provisions.

Buckhorn - To prune any limb at a diameter of at least three inches for citrus.

Citrus fruit commodity - Citrus fruit as follows:

(a) Oranges;
(b) Grapefruit;
(c) Tangelos;
(d) Mandarins/Tangerines;
(e) Tangors;
(f) Lemons; and
(g) Any other citrus fruit commodity designated in the actuarial documents.

Citrus fruit group - A designation in the Special Provisions used to identify combinations of types within a citrus fruit commodity that may be grouped together for the purposes of electing coverage levels and identifying the insured crop.

Crop year - The period beginning with the date insurance attaches to the insured crop and extending through normal harvest time. It is designated by the calendar year following the year in which the bloom is normally set.

Excess wind - A natural movement of air that has sustained speeds exceeding 39 miles per hour (34 knots) recorded at the U.S. National Weather Service (NWS) reporting station (reported as MAX SUST (KT)), the Florida Automated Weather Network (FAWN) reporting station (reported as 10m Wind (mph)), or any other weather reporting station identified in the Special Provisions operating nearest to the insured acreage at the time of damage.

Harvest - The severance of mature citrus fruit from the tree by pulling, picking, shaking, or any other means, or collecting the marketable citrus fruit from the ground.

Hedged - A process of trimming the sides of the citrus trees for better or more fruitful growth of the citrus fruit.

High Density - Groves containing the number of trees per acre specified in the Special Provisions.

Intended use - The producer’s expected end use or disposition of the commodity at the time the commodity is reported. Insurable intended uses will be specified in the Special Provisions.

Interplanted - In lieu of the definition contained in section 1 of the Basic Provisions, acreage on which two or more agricultural commodities are planted in any form of alternating or mixed pattern.

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

Post-bloom fruit drop (PFD) - A flower disease primarily caused by a fungus that develops during the bloom period during moderately warm conditions accompanied by excessive moisture that causes the fungus to multiply and infect the flowers. Fruitlets from PFD-infected flowers turn chlorotic and fall off the tree in the spring shortly after bloom.

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

Set out - Transplanting a tree into the grove.

Standard Density - Groves containing the number of trees per acre specified in the Special Provisions.

Topped - A process of trimming the uppermost portion of the citrus trees for better and more fruitful growth of the citrus fruit.

Top worked - A buckhorned citrus tree with a new scion grafted onto the interstock.

Type - A designation in the Special Provisions for purposes of subdividing citrus fruit groups and allowing separate coverage levels and price elections (see section 3(b) and (c) of these Crop Provisions).

Unmarketable - Citrus fruit that cannot be processed into products for human consumption.

2. **Unit Division**

(a) Basic units will be established in accordance with section 1 of the Basic Provisions.
(b) Provisions in the Basic Provisions that allow optional and enterprise units by irrigated and non-irrigated practices are not applicable.
(c) In addition to establishing optional units by section, section equivalent, or FSA farm number, optional units may be established if each optional unit is located on non-contiguous land.

3. **Insurance Guarantees, Coverage Levels, and Prices**

In accordance with the requirements of section 3 of the Basic Provisions:

(a) You may select a different coverage level for each insured crop (citrus fruit group) that you elect to insure.
(b) In addition to section 3(a) of these Crop Provisions, you may select a different coverage level for each type contained in the Special Provisions. For example, if you choose the 75 percent coverage level on one type, you may choose the 65 percent coverage level on a different type.
(c) If the actuarial documents designate separate price elections by type, you may select one price for each type so designated in the actuarial documents, even if the prices for each type are the same. The prices you choose for each type are not required to 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 for one type, you may choose 75 percent of the maximum price for another type.
(d) Notwithstanding section 3(a), (b), and (c), if you elect the Catastrophic Risk Protection (CAT) plan of insurance coverage, the CAT level of coverage and

price election will be applicable to all insured acreage of the insured crop in the county.

(e) After the initial crop year of insurance, your coverage level election, price percentage and optional coverage 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.

(f) Your request to elect a higher coverage level, price percentage, or to add optional coverage will not be accepted if a cause of loss that could or would cause damage to the insured crop is evident when your request is made.

(g) In lieu of section 3(f) of the Basic Provisions for acreage reported in accordance with section 6 of these Crop Provisions, you must provide the acceptable production report for such acreage at the time the acreage is reported. If you do not provide such report, your approved yield will be determined in accordance with the Basic Provisions and FCIC approved procedures.

(h) In addition to the reported production, each crop year you must report by type:

  (1) Any event or action that could reduce the yield per acre (including but not limited to the number of trees damaged (due to disease or other causes), buckhorned, topped, hedged, or removed), a change in cultural practices, or any other circumstance that may reduce the expected yield below the yield upon which the insurance guarantee is based and the number of affected acres;

  (2) The number of bearing trees on insurable and uninsurable acreage;

  (3) The age of the trees and the planting pattern;

  (4) For the first year of insurance for acreage interplanted with another type or perennial agricultural commodity and any time the planting pattern of such acreage is changed:

    (i) The age of the interplanted perennial agricultural commodity and type, if applicable;

    (ii) The planting pattern and any time the planting pattern of such acreage changes; and

    (iii) Any other information we request in order to establish your approved yield.

(i) We will reduce your approved yield, as necessary, based on our estimate of the effect of any circumstance listed in 3(h) of these Crop Provisions that may reduce your yields from previous levels. If you fail to notify us of any circumstance that may reduce your yields from previous levels, we will reduce your approved yield at any time we become aware of the circumstance. If the circumstance occurred:

  (1) Before the beginning of the insurance period and you notify us by the production reporting date, your approved yield will be reduced for the current crop year regardless of whether the circumstance was due to an insured or uninsured cause of loss;

  (2) After the beginning of the insurance period and you notify us by the production reporting date, the approved yield will be reduced for the current crop year only if the potential reduction in your approved yield is due to an uninsured cause of loss; or

  (3) Before or after the beginning of the insurance period and you fail to notify us by the production reporting date, an amount equal to the reduction in the yield will be added to the production to count calculated in section 12 of these Crop Provisions due to uninsured causes. We will reduce your approved yield for the subsequent crop year to reflect any reduction in the productive capacity of the trees or in the yield potential of the insured acreage.

(j) Instead of reporting your citrus production for the current crop year, as required by section 3(f)(1) of the Basic Provisions, there is a lag year and you are required to report your production from two crop years ago by the production reporting date, e.g., 2023 crop year production must be reported by the production reporting date for the 2025 crop year.

(k) Your approved yield will be determined in accordance with section 3 and section 5 of the Basic Provisions.

4. Contract Changes

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

5. Cancellation and Termination Dates

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are November 1.

6. Report of Acreage

In accordance with section 6(d)(1) of the Basic Provisions, you may revise your acreage report after the acreage reporting date if you acquire an insurable share in any insurable acreage on or before May 15 immediately following the acreage reporting date for the crop year.

7. Insured Crop

(a) In accordance with section 8 of the Basic Provisions, the insured crop will be all acreage of each citrus fruit group that you elect to insure, in which you have a share, that is grown in the county shown on the application, and for which a premium rate is quoted in the actuarial documents:

  (1) That is grown on trees that are adapted to the area;

  (2) That is grown in a grove inspected by us and that is considered acceptable by us; and

  (3) That is grown on trees that have met the minimum age (after set out) requirements specified in the Special Provisions.

(b) If fresh fruit and juice coverages are designated on the actuarial documents for the type, any citrus fruit acreage may be insurable for fresh fruit purposes if, unless otherwise provided in the Special Provisions:

  (1) You provide acceptable fresh fruit sales records, upon our request, from at least two of the most recent four crop years for such acreage; or

  (2) You provide a current year fresh fruit marketing contract to us, upon request, for citrus fruit acreage:

    (i) That will be initially reported as insured acreage for the current crop year (e.g., newly acquired acreage); or

        (ii) For which this is the first year of the production of fresh fruit.
  (c) In addition to the citrus fruit not insurable in section 8 of the Basic Provisions, we do not insure any citrus fruit:
    (1) Of “Meyer Lemons,” “Sour Oranges,” or “Clementines”; or
    (2) Of any type not specified as insurable in the Special Provisions.

8. Insurable Acreage

  (a) In lieu of the provisions in section 9 of the Basic Provisions that prohibit insurance attaching to interplanted acreage:
    (1) Citrus fruit from trees interplanted with another type or another perennial agricultural commodity is insurable unless we inspect the acreage and determine it does not meet the requirements contained in your policy.
    (2) If the citrus fruit is from trees interplanted with another type or another agricultural commodity, acreage will be prorated according to the percentage of the acres occupied by each of the interplanted types or perennial agricultural commodities. For example, if grapefruit have been interplanted with oranges on 100 acres and the grapefruit trees are on 50 percent of the acreage, grapefruit will be considered planted on 50 acres and oranges will be considered planted on 50 acres.
    (3) The combination of the citrus fruit acreage and the interplanted acreage cannot exceed the physical amount of acreage.
  (b) In addition to section 9 of the Basic Provisions, any acreage of citrus fruit is uninsurable that:
    (1) Is eight years of age or older (after set out) unless it has produced at least 100 boxes of citrus fruit per acre in at least one of the three previous crop years (e.g., for the 2025 crop year, 2021, 2022, and 2023 would be the three previous crop years) unless otherwise allowed by the Special Provisions; or
    (2) Has been abandoned.

9. Insurance Period

  (a) In accordance with the provisions of section 11 of the Basic Provisions:
    (1) Coverage begins on December 1 of each crop year, unless we inspect the acreage and notify you it does not meet the requirements for insurability contained in your policy. (You must provide any information we require, so we may determine the condition of the acreage to be insured).
    (2) The calendar date for the end of the insurance period for each crop year, unless specified otherwise in the Special Provisions, is:
        (i) February 7 for navel oranges, Orlando tangelos and tangerines;
        (ii) February 28 for early-season oranges and all other tangelos;
        (iii) March 31 for mid-season oranges and temples;
        (iv) April 30 for lemons;
        (v) May 15 for Murcotts; and
        (vi) June 30 for grapefruit and late-season oranges.
  (b) In addition to the provisions of section 11 of the Basic Provisions:
    (1) Insurance will be considered to have attached to insurable acreage on the calendar date for the beginning of the insurance period if you acquire an insurable share in any such acreage after coverage begins, but on or before:
        (i) The acreage reporting date for the crop year and after an inspection we consider the acreage acceptable; or
        (ii) May 15 following the acreage reporting date for the crop year subject to the conditions contained in section 6 of these Crop Provisions.
    (2) If you relinquish your insurable share on any insurable acreage of citrus on or before the acreage reporting date for the crop year, insurance will not be considered to have attached to and no premium will be due, and no indemnity paid, for such acreage for that crop year unless:
        (i) A transfer of coverage and right to an indemnity, or a similar form approved by us, is completed by all affected parties;
        (ii) We are notified by you or the transferee in writing of such transfer on or before the acreage reporting date; and
        (iii) The transferee is eligible for crop insurance.

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 to citrus fruit that occur within the insurance period:
    (1) Excess wind;
    (2) Drought;
    (3) Freeze;
    (4) Hail;
    (5) Hurricane;
    (6) Tornado;
    (7) Fire, unless weeds and other forms of undergrowth have not been controlled or pruning debris has not been removed from the grove;
    (8) Diseases, but only if specified in the Special Provisions; or
    (9) Post-bloom fruit drop as defined in section 1 of these Crop Provisions provided recommended disease control measures are applied.
  (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 inability to market the citrus fruit for any reason other than actual physical damage from an insurable cause specified in this section. 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.

11. Duties in the Event of Damage or Loss

  (a) In accordance with the requirements of section 14 of the Basic Provisions, you must leave representative samples. In lieu of the requirements of section 14(c)(3) of the Basic Provisions, we will determine which trees must remain unharvested so that we may inspect them in accordance with FCIC procedures.

(b) In addition to the requirements of section 14 of the Basic Provisions, if:

(i) You intend to claim an indemnity on any unit, you must notify us at least 15 days prior to the beginning of harvest, or within 24 hours if damage is discovered during harvest, so we may have an opportunity to inspect the unit. You must not sell or dispose of the damaged crop until after we have given you written consent to do so. If you fail to meet the requirements of this section, all such production will be considered undamaged and included as production to count; or

(ii) Your insured citrus acreage is damaged by post-bloom fruit drop (see section 10(a)(9) of these Crop Provisions), you must notify us within 30 days of such damage. If you fail to submit a notice of damage:

(A) Any loss will be considered solely due to an uninsured cause of loss for the acreage for which such failure occurred, unless we determine that we have the ability to accurately adjust the loss.

(B) If we determine that we do not have the ability to accurately adjust the loss for any claim for indemnity, no indemnity will be paid but you will still be required to pay all premiums owed.

12. 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:

(1) For any optional units, we will combine all optional units for which such 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 on a unit basis by:

(1) Multiplying the insured acreage for each type and practice, as applicable, by its respective production guarantee;

(2) Multiplying the results of section 12(b)(1) by the respective price election for each type, and practice, as applicable;

(3) Totaling the results of section 12(b)(2);

(4) Multiplying the total production to count of each type and practice, as applicable, (see section 12(c)) by the respective price election;

(5) Totaling the results of section 12(b)(4);

(6) Subtracting the result of section 12(b)(5) from the result of section 12(b)(3); and

(7) Multiplying the result of section 12(b)(6) by your share.

(c) The total production to count (in boxes) from all insurable acreage on the unit will include:

(1) All appraised production as follows:

(i) Not less than the production guarantee per acre for acreage:

(A) That is abandoned;

(B) For which you fail to provide acceptable production records; or

(C) That is damaged solely by uninsured causes;

(ii) Production lost due to uninsured causes;

(iii) Unharvested production; and

(iv) Potential production on insured acreage you intend to abandon or 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 do not agree with our appraisal, we may defer the claim only if you agree to continue to care for the insured crop. We will then make another appraisal when you notify us of further damage or that harvest is general in the area unless you harvested the insured crop, in which case we will use the harvested production. If you do not continue to care for the insured crop, our appraisal made prior to deferring the claim will be used to determine the production to count; and

(2) All harvested production from the insurable acreage.

(d) Any citrus fruit insured with an intended use of juice that due to insurable causes, does not contain the average juice content per box of fruit produced on the unit for the three previous crop years determined from your records that are acceptable to us, will be adjusted by:

(1) Dividing the pounds of juice per box obtained from the damaged citrus by the average juice content (in pounds to tenths) based on your records specified in section 12(d) of these Crop Provisions; and

(2) Multiplying the result by the number of boxes of such citrus.

If individual records (three previous years) of juice content are not provided by you, an average juice content per box specified in the Special Provisions will be used.

(e) Any citrus fruit insured with an intended use of juice that is marketed as fresh fruit will be counted as production of juice fruit based on the number of boxes sold without any reduction based on the grade of the fruit.

(f) Any citrus fruit insured with an intended use of fresh that meets applicable United States Standards for packing as fresh fruit will be considered marketed or marketable as fresh fruit.

(g) Any citrus fruit insured with an intended use of fresh that, due to insurable causes, is not marketable as fresh fruit as specified in section 12(f) and contains a juice content below that specified in section 12(g)(2) will be adjusted by multiplying the number of boxes of such damaged citrus fruit by:

(1) The applicable Fresh Fruit Factor contained in the actuarial documents; and

(2) Multiplying the result of 12(g)(1) by the result of dividing the pounds of juice per box obtained from the damaged citrus fruit by:

(i) The average juice content (in pounds to tenths) based on your records specified as

in section 12(d) of these Crop Provisions; or
(ii) If individual records (three previous years) of juice content are not provided by you, an average juice content per box specified in the Special Provisions.

(h) In the absence of acceptable records of disposition of harvested citrus fruit, the disposition and amount of production to count for the unit will be the guarantee on the unit.

(i) Any individual citrus fruit will not be considered production to count if due to an insurable cause of loss it is:
(1) On the ground and unmarketable; or
(2) Unmarketable because it is immature, unwholesome, decomposed, adulterated, or otherwise unfit for human consumption.

Example 1:
Assume a 55-acre unit of the type (early season oranges-juice) is damaged. You elected the 75 percent coverage level and 100 percent of the price election. Your share is 100 percent. Your production guarantee (per acre) is 300 boxes (400 box approved yield x 75% coverage level). The price election is $10.00.

The premium rate is 4.5 percent. Your production to count is 10,000 boxes [12,500 boxes harvested x (41.6 lbs. juice/box ÷ 52 lbs. juice standard/box from the Special Provisions – producer juice records were not available)].

Premium Calculation
The premium is $7,425, determined by multiplying the dollar value of the production guarantee times the applicable premium rate times the insured share [(300 box production guarantee per acre x $10) x 55 acres = $165,000 x .045 premium rate x 100 percent share].

Indemnity Calculation
The dollar value of the production guarantee is $3,000 per acre (400 box approved yield x 75% coverage level x $10.00 price election). The production to count is 10,000 boxes. The loss would be calculated as follows:
(1) 55 acres x 300 boxes = 16,500 box guarantee;
(2) 16,500 boxes x $10.00 price election = $165,000 total value of the production guarantee;
(4) 10,000 boxes production to count x $10.00 price election = $100,000 value of production to count;
(6) $165,000 - $100,000 = $65,000;
(7) $65,000 x 1.000 share = $65,000 indemnity.

Example 2:
Assume a 55-acre unit of the type (late season oranges-fresh) is damaged and processed for juice. You elected the 75 percent coverage level and 100 percent of the price election. Your share is 100 percent. Your production guarantee (per acre) is 300 boxes (400 box approved yield x 75% coverage level). The price election is $15.00. The fresh fruit factor is 0.91 from the actuarial documents. The juice content of the damaged fruit is 41.6 lbs. juice/box compared to 54 lbs. juice per box for undamaged (default juice content contained in the Special Provisions).

The premium rate is 5.5 percent.

Your production to count is 8,763 boxes [12,500 boxes harvested x 0.91 fresh fruit factor x (41.6 lbs./54.0 lbs.)].

Premium Calculation
The premium is $13,613, determined by multiplying the dollar value of the production guarantee times the applicable premium rate times the insured share [(300 box production guarantee per acre x $15 x 55 acres = $247,5000) x .055 premium rate x 100 percent share].

Indemnity Calculation
The dollar value of the production guarantee is $4,500 per acre (400 box approved yield x 75% coverage level x $15.00 price election). The production to count is 8,763 boxes. The loss would be calculated as follows:
(1) 55 acres x 300 boxes = 16,500 box guarantee;
(2) 16,500 boxes x $15.00 price election = $247,500 total value of the production guarantee;
(4) 8,763 boxes production to count x $15.00 price election = $131,445 value of production to count;
(6) $247,500 - $131,445 = $116,055;
(7) $116,055 x 1.000 share = $116,055 indemnity.

13. Late and Prevented Planting
The late and prevented planting provisions of the Basic Provisions are not applicable.