

## **SUMMARY OF CHANGES FOR THE RAINFALL INDEX APICULTURE (API) CROP PROVISIONS (22-RI-API)**

The following is a brief description of changes to the Crop Provisions that will be effective for the 2022 and succeeding crop years. Please refer to the Crop Provisions for more complete information.

- Section 9 (“Cancellation and Termination”) – Revised the cancellation and termination dates from November 15 to December 1.
- Throughout – Decapitalized references to the actuarial documents.

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FEDERAL CROP INSURANCE CORPORATION  
RAINFALL INDEX  
APICULTURE (API) CROP PROVISIONS**

For ease in the administration of the terms of this policy and to avoid the duplication of documents, as used throughout the Basic Provisions and applicable handbooks and directives, the term “acre” is replaced by “colony;” “acres” and “acreage” are replaced with “colonies;” “acreage report” is replaced with “colony report;” and “acreage reporting date” is replaced with “colony reporting date.”

Within these Crop Provisions, “colony,” “acres,” and related terms are to be read as stated with no terminology substitution.

## 1. Definitions

**Apiculture** - The raising and care of honey bees for agricultural crop production purposes, including but not limited to, honey production, collection of pollen and wax, and breeding purposes.

**Basic Provisions** - The Rainfall Index Plan Common Policy.

**Colony** - A group of honey bees housed in a managed hive used for apiculture, which does not include wild or feral honey bees.

**Contiguous** - In lieu of the definition contained in section 1 of the Basic Provisions, acreage which contains locations owned or controlled by you, or rented by you for cash or crop share, in a county or grid that continues into an adjoining county or grid without interruption and is occupied and foraged by insurable colonies. Acreage separated by only a public or private right-of-way, waterway, or an irrigation canal will be considered contiguous.

**Crop** - Apiculture with the ability to produce honey.

**Crop year** - In lieu of the definition contained in section 1 of the Basic Provisions, January 1 through December 31.

**Hive** - A shelter constructed in accordance with good farming practices for housing a colony of honey bees, also referred to as a beehive.

**Honey bees** - Bees of the species *Apis mellifera*, *sp* which produce and store honey.

**Location** -The point of land where the hive is placed.

**Unit** - In lieu of the definition contained in section 1 of the Basic Provisions, the insured colonies by index interval, share and county within or assigned to a grid.

**Verifiable Records** - Contemporaneous records provided by you which may be verified through an independent source and which substantiate the information reported including the number of colonies insured and your ability or right to occupy or place/locate colonies on specific property within a grid ID during the crop year.

## 2. Application

(a) In addition to the provisions contained in section 2(c)(1) of the Basic Provisions, a percent of value must be allocated to more than one index interval for each grid ID and share. The minimum percent of value allowed in any one index interval by grid ID and share is 10 percent. The maximum percent of value that can be allocated to any one index interval by grid ID and share is specified in the Special Provisions.

(b) For the purposes of section 2(c)(1) of the Basic Provisions you may select any index interval provided in the actuarial documents. However, the same month cannot be included in more than one selected index interval for the same grid ID and share. For example, if you select an index interval that contains the months of April and May, you cannot select any other index interval offered that contains

either April or May for the same grid ID and share.

### 3. Insured Crop

(a) In lieu of the provisions in section 5(a) of the Basic Provisions, the insured crop will be:

- (1) That shown on your application accepted by us; and
- (2) Apiculture:
  - (i) In which you have a share; and
  - (ii) Located on acreage in the county listed on the application accepted by us.

(b) Sections 5(b)(1), (2), (3), (5), (6), (7), and (8) of the Basic Provisions are not applicable to these Crop Provisions.

### 4. Insured and Insurable Colonies

In lieu of section 6 of the Basic Provisions:

(a) Insurable colonies include all colonies located within the United States.

(b) You may elect to insure all or a portion of your insurable colonies in the county:

- (1) You may select the number of colonies located in the county to be insured;
- (2) The total number of the insured colonies in the county cannot exceed the number of the total insurable colonies in the county;
- (3) The total number of insurable colonies cannot exceed the highest amount of insurable colonies in the previous three years unless you can provide documentation that supports the number of colonies you want to insure; and

(4) The total number of colonies you insure in all grids under all policies cannot exceed the total number of all your insurable colonies in the United States. For example, if you have a total of 200 insurable colonies in the United States and you elect to insure all 200 colonies under these Crop Provisions in grid ID 17220 you cannot insure any colonies in any other grid under this policy or any other policy in the same crop year. However, if you insure only 50 of your 200 insurable colonies in

grid ID 17220, you may insure up to 150 colonies in any other eligible grid under these Crop Provisions in the same crop year.

(c) To be insured, colonies must be:

- (1) Located in the county and grid ID, for which premium rates are provided in the actuarial documents, listed on your application accepted by us;
- (2) Located on acreage you own, lease, or can provide verifiable records that allows the placement of colonies on the acreage;
- (3) Those in which you have a share; and
- (4) Reported by the colony reporting date.

(d) The grid ID and county are determined based on a point of reference selected by you. Separate points of reference must be established as follows:

- (1) A separate point of reference must be selected for all non-contiguous acreage on which hives of the insured colonies are located; and
- (2) With respect to contiguous insured acreage, a point of reference must be selected as follows:

(i) If you elect to combine the contiguous acreage into one grid, you must establish a point of reference for the contiguous acreage. For example, contiguous acreage is located in two grids and you elect to insure all your colonies in one grid. You must establish a point of reference in the selected grid for the contiguous acres; or

(ii) If you elect to separate the contiguous acreage into separate grids or counties, you must establish a point of reference for all the acres in or assigned to each selected grid. For example, contiguous acreage is located in two grids and you elect to insure some of your colonies in each grid. You must establish a point of reference in each selected grid.

(e) We will not insure any colonies where you have failed to follow good farming practices for apiculture:

- (1) We will notify you if we identify an issue regarding good farming practices; and
- (2) If we notify you, you must contact FCIC

for a determination of whether your production methods are considered to be good farming practices.

- (f) If you have insured colonies and:
- (1) You sell or lease the colonies to another person:
    - (i) You may be eligible to receive any indemnities for insured index intervals during or prior to such action but insurance will cease and no coverage will be provided for any subsequent index intervals and the full premium for the insurance period is owed by you; or
    - (ii) You may be able to transfer your insurance rights in accordance with section 23 of the Basic Provisions; or
  - (2) The colonies are destroyed or otherwise disposed of, you may be eligible to receive any indemnities for insured index intervals during or prior to such action but insurance will cease and no coverage will be provided for any subsequent index intervals and the full premium for the insurance period is owed by you.

#### **5. Amounts of Protection and Coverage Levels**

- (a) In lieu of section 7(a)(1) of the Basic Provisions, catastrophic risk protection is not available under these Crop Provisions.
- (b) In lieu of section 7(a)(2) of the Basic Provisions, for additional coverage policies:
  - (1) You may select only one coverage level from 70 percent through 90 percent for the county and crop; and
  - (2) You may select only one productivity factor from 60 percent through 150 percent for the county and crop.
- (c) In lieu of section 7(b) of the Basic Provisions, you will have only one dollar amount of protection per colony for the county.

#### **6. Report of Colonies**

- (a) In lieu of section 9(b) of the Basic Provisions, your colony report must include the following information:
  - (1) The total number of all your colonies in

which you have a share located in the United States;

- (2) For each applicable grid ID, the number of hives of the insured colonies assigned to each grid ID;
- (3) For each point of reference, the latitude and longitude of the location of the insured colonies;
- (4) With respect to the colonies specified in 6(a)(2), your share and grid ID; and
- (5) A certification that:
  - (i) The colonies qualify as apiculture; and
  - (ii) The selected index intervals support the vegetation production necessary for the colonies and consistent with good farming practices for the successful raising and care of your colonies.
- (b) Sections 9(g), (h), and (i) of the Basic Provisions are not applicable to these Crop Provisions.

#### **7. Annual Premium and Administrative Fees**

In accordance with section 11(a) of the Basic Provisions, the annual premium is earned and payable at the time the insured crop is reported on the colony report.

#### **8. Access to Insured Crop and Record Retention**

- (a) In addition to 16(a) of the Basic Provisions, you must also retain and provide upon our request, or the request of any employee of USDA authorized to investigate or review any matter relating to Federal crop insurance, all applicable records (as defined in the Basic Provisions and these Crop Provisions) for all of your colonies in the United States, including any records that show your ability or right to place colonies on acreage within a grid for period of three years after the end of the crop year.
- (b) In addition to section 16(a)(3) of the Basic Provisions, if the lease certification form is used and cannot be verified, no indemnity will be due for the crop year such failure occurred for those colonies with an unverifiable lease, and premium is still owed.

**9. Cancellation and Termination**

In accordance with section 3 of the Basic Provisions, the cancellation and termination dates are December 1.