

**UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
APPLE TREE FIRE BLIGHT ENDORSEMENT**

(This is a continuous Endorsement. Refer to Section 2 of the Common Crop Insurance Policy Basic Provisions.)

In return for your payment of the premium for the coverage contained herein, the Fire Blight Endorsement (Endorsement) will be attached to and made part of the Common Crop Insurance Policy Basic Provisions (Basic Provisions) and the Apple Tree Crop Provisions (Crop Provisions), subject to the terms and conditions described herein. In the event of a conflict between the Crop Provisions and this endorsement, this endorsement will control.

1. Applicability.

- (a) You must have the Basic Provisions and Apple Tree Crop Provisions in force to elect to insure against fire blight under this Endorsement.
- (b) You must elect this Endorsement in writing on or before the applicable sales closing date for apple tree insurance.
- (c) This Endorsement will apply to all eligible acreage of all types of apple trees insurable under the Apple Tree Crop Provisions where the actuarial documents provide fire blight coverage.
- (d) You may not elect this Endorsement if your apple tree crop is:
 - (1) Insured under the Catastrophic Risk Protection Endorsement; or
 - (2) Grown under organic production practices (i.e. all apple trees in the county).
- (e) The Endorsement will continue in effect until cancelled by either you or us by the cancellation date. If at any time your Apple Tree insurance policy is cancelled or terminated, this Endorsement is automatically cancelled or terminated as of the same date.

2. Definitions.

Damage – In addition to the definition of damage in the Crop Provisions, damage due to an insured cause of loss (see section 11(a)(6) of the Crop Provisions) will include a tree that is destroyed due to fire blight.

Destroyed – See the definition in section 1 of the Crop Provisions.

Fire Blight – A bacterial disease that can infect the blossoms, new green shoots, branches, and other parts of apple trees and other members of the *Rosaceae* family.

3. Eligible Trees

- (a) All insurable trees that:
 - (1) Are located in a county where the actuarial documents provide fire blight coverage;
 - (2) Have been set out or grafted at least 12 months prior to July 1 of the current crop year; and
 - (3) Are not grown under an organic practice.
- (b) If we determine based on our inspection that any trees in a unit are infected with fire blight before insurance initially attaches, then no trees in the unit will be insured under this Endorsement unless:
 - (1) You obtain laboratory tests that indicate no trees in the unit identified by us are infected with fire blight.
 - (i) Laboratory tests must be performed on samples obtained by us no more than 30 days before the date insurance attaches;
 - (ii) Laboratory tests must be performed by a testing facility acceptable to us; and
 - (iii) The results submitted to us by June 30 preceding the crop year;
 - (2) You destroy all infected trees and our subsequent inspection finds no evidence of fire blight. Our inspection must be performed no more than 30 days before the date insurance attaches under the Crop Provisions.
 - (3) You prune all infected portions of infected trees and remove all pruning debris from the orchard, our inspection determines that your pruning has effectively removed all evidence of infection, and you implement a comprehensive preventative treatment program approved by us. Any tree which cannot be pruned to remove the infected portions from the tree or is considered destroyed must be removed from the orchard.

- (c) Fire blight will not be an insured cause of loss for the unit if the laboratory results or our inspection under (b)(1) – (3) indicates any trees are infected with fire blight.

4. Terms and Conditions

- (a) Except when in conflict with this Endorsement, all provisions of the Basic Provisions and Apple Tree Crop Provisions apply.
- (b) Coverage under this Endorsement applies only to destroyed trees due to fire blight as defined in section 1 of the Crop Provisions.
- (c) See the Special Provisions for any additional requirements and limitations regarding fire blight coverage.
- (d) The coverage level and price percentage elected by you under section 3 of the Crop Provisions will apply to this Endorsement.

5. Report of Acreage.

You are not required to file a separate acreage report if you elect this Endorsement. Your insurance coverage for this Endorsement will be determined from the accepted acreage report submitted under the Basic Provisions and Crop Provisions.

6. Causes of Loss.

- (a) In addition to section 11 of the Crop Provisions fire blight is an insured cause of loss under this Endorsement.
- (b) In addition to the exclusions contained in section 12(b) of the Basic Provisions, fire blight will not be an insured cause of loss if recommended fire blight prevention and control practices are not followed.

7. Duties in the Event of Loss

In addition to requirements of the Basic and Crop Provisions, you must notify us immediately upon your discovery that fire blight has infected any portion of the insured unit.

- (a) We will inspect the unit to determine the extent of fire blight infection and what control measures are being implemented. We will identify all infected trees that are considered destroyed and authorize the removal of such trees.
- (b) You must not remove any trees without our consent.
- (c) You must remove all destroyed trees which we determine are destroyed and which we authorize removal. Any such trees that are not removed will not be considered destroyed or used to determine the percent of damage. (See section 13(i)(1) and (2) of the Crop Provisions.)