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UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
FRESH MARKET CANEBERRY CROP PROVISIONS

1. Definitions.

Acre – An acre will be each physical acre of:

(a) In-ground caneberry types containing the minimum number of boxes of roots per acre specified on the Special Provisions; and

(b) Container caneberry types containing the minimum number of plants per acre, specified on the Special Provisions, by practice and varietal group, as applicable.

Adapted varieties – Varieties of the insured crop that are recognized as compatible with agronomic and weather conditions in the county where caneberry insurance coverage is provided in the actuarial documents.

Box – A container of 25 lbs. of caneberry roots.

Caneberries – Edible fruit of the caneberry types contained in the Special Provisions which are grown for the commercial sale of fresh raspberries and blackberries.

Crop year – The period of January 1 and extending until the April 30 of the following calendar year. Crop year is designated by the year in which the insurance period begins.

Cut back – Cutting a primocane below the last fruiting laterals from the primocane harvest and growth of vegetative laterals that produce fruit.

Damaged production – Caneberries ready to harvest that due to an insured cause of loss do not meet the United States Standards for Grades of U.S. No. 1 or other applicable grading standards for the caneberry types contained in the Special Provisions.

Grow through – Growth of new primocane through the existing cane structure being harvested.

Harvest – The picking or removal of mature caneberries from the plant either by hand or machine.

Harvest period – Each timeframe as specified in the Special Provisions.

Mature production – Caneberries ready to harvest that meet or exceed the United States Standards for Grades of U.S. No. 1, for the caneberry types contained in the Special Provisions or such other applicable grading standards, if allowed on the Special Provisions.

Mechanical damage – Damage to the plant or fruit caused by improper use of machinery or tools.

Mow down – Cutting all canes to ground level or the level of the growing medium.

New planting – First growth of primocanes/fruiting laterals for harvest following planting.

Planted acreage – In addition to the definition of planted acreage contained in the Basic Provisions, planted acreage of caneberries will include caneberries planted in containers.

Planting schedule – A document containing the number of caneberry acres for each unit, by harvest period, practice, and varietal group, for the crop year.

Container – A container with dimensions commonly used in caneberry production and:

(a) Containing a recommended growing medium;

(b) Containing the minimum weight of roots per container specified in the Special Provisions; and

(c) Meeting any other insurability requirements contained in the Special Provisions, if applicable.

Practice – Each production practice contained in the Special Provisions used for producing caneberries.

Primocane – A fruit cane in its first year of growth.

Type – A category of caneberries of the genus Rubus subgenus Ideobatus (Raspberries) and Eubatus (Blackberries) identified as a type in the Special Provisions.

Unit of measure – Pounds, unless otherwise specified in the Special Provisions.

Varietal group – A category (containing one or more varieties) within a type of caneberries and contained in the Special Provisions.

2. Unit Division.

(a) In addition to establishing basic units as provided in section 34(b) of the Basic Provisions, basic units may be established for each applicable type and harvest period contained in the Special Provisions.

(b) In lieu of establishing optional units as provided in section 34(c) of the Basic Provisions, optional units may be established if each optional unit is located on non-contiguous land.

(c) Enterprise and whole-farm unit provisions in the Basic Provisions are not applicable unless otherwise specified in the Special Provisions.

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 price election for all caneberries in the county insured under this policy unless the actuarial documents provide different price elections by type and practice, in which case you may select one price election for each type and practice specified in the actuarial documents. The price elections you choose for each type and practice must have the same percentage relationship to the maximum price offered by us for each type and practice. For example, if you choose

100 percent of the maximum price election for one type and practice you must also choose 100 percent of the maximum price election for all other types and practices.

(b) When you apply for caneberry crop insurance, you must provide the minimum number of production records we require for the type as specified in section 7(b) of these Crop Provisions.

(c) Instead of reporting your caneberry production for the previous crop year as required by subsection 3(f) of the Basic Provisions, there is a lag period of one year and you are required to report production from two crop years previously, e.g., 2017 crop year production must be reported by the required date for the 2019 crop year.

(d) You must report, by the production reporting date designated in section 3 of the Basic Provisions any damage, removal of plants, change in 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.

(e) We will reduce the yield used to establish your production guarantee as necessary, based on our estimate of the effects of the following: removal of plants, damage to plants, changes in practices; and any other circumstance that may affect the yield potential of the insured crop. If you fail to notify us of any circumstance that may reduce your yields from previous levels, we will reduce your production guarantee as necessary at any time that we become aware of the circumstance.

(f) You may not increase your coverage level or the ratio of your price election to the maximum price election we offer for the next crop year if a cause of loss that could reduce the yield of the insured crop is evident at or prior to the time that you request the increase.

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 30.

6. Report of Acreage.

In addition to the requirements of section 6 of the Basic Provisions:

(a) You must report, as applicable:

(1) The number of acres of caneberries contained in your planting schedule for the crop year for each type and practice

(2) The number of:

(i) Boxes planted per acre for in-ground caneberries; and

(ii) The number of plants per acre, by practice (new planting, cut back, mow down, grow through, organic certified and transitional) and varietal group, for acreage of container caneberries planted in insurable containers; and

(3) Within 3 days, any change in the reported acres within the harvest period for the type, practice, or varietal group. We may revise your acreage report in accordance with section 6 of the Basic Provisions and approved FCIC procedures.

(b) You must provide a copy of all your planting schedule(s) by the acreage reporting date for the crop year.

7. Insured Crop.

In accordance with section 8 of the Basic Provisions:

(a) The crop insured will be all caneberries in the county for which a premium rate is provided by the actuarial documents:

(1) In which you have a share;

(2) That are adapted varieties to the area;

(3) That are irrigated, unless the Special Provisions allow a non-irrigated practice; and

(4) That are grown for sale as fresh fruit.

(b) In addition to 7(a), each type of caneberries will be insurable if, when you apply for caneberry insurance, you provide the production records for the type for the most recent four continuous crop years or as otherwise specified on the Special Provisions. For example, if you provide the most recent four continuous crop years of production records for the raspberry type but do not provide most recent four continuous years of production records for the blackberry type, the raspberry type will be insurable and the blackberry type would not be insurable until the four-year record requirement for the blackberry type had been met.

8. Insurable Acreage.

(a) In addition to the provisions of section 9 of the Basic Provisions, the insurable acreage will be planted acreage of caneberries that:

(1) For container acreage, contains the minimum number of plants per acre, by practice and varietal group as specified on the Special Provisions, and that are planted in containers generally accepted for planting container acreage; or

(2) For in-ground acreage, is planted using the minimum number of boxes of roots per acre as specified in the Special Provisions.

(b) Caneberry acreage not meeting the requirements in section 8(a)(1) and (2) will be uninsurable.

9. Insurance Period.

(a) In accordance with the provisions of section 11 of the Basic Provisions:

(1) For the first crop year, coverage begins on January 1st, following the sales closing date.

(2) For each subsequent crop year that the policy remains continuously in force, coverage begins on the day immediately following the end of the insurance period for the prior crop year. Policy cancellation that results solely from transferring an existing policy to a different insurance

provider for a subsequent crop year will not be considered a break in continuous coverage.

(3) Unless specified otherwise in the Special Provisions, the calendar date for the end of the insurance period is:

(i) November 30 of the calendar year insurance attaches for harvest period 1; and

(ii) April 30th of the calendar year immediately following the calendar year in which insurance attaches for harvest period 2.

For example, for Ventura County, insurance would initially attach January 1, 2019 and would end November 30, 2019 for harvest period 1 and April 30, 2020 for harvest period 2.

(4) If, in accordance with the terms of the Basic Provisions , your caneberry policy is canceled or terminated by us for any crop year after insurance attached for that crop year, but on or before the cancellation and termination dates, whichever is later, insurance will be considered not to have attached for that crop year and no premium, administrative fee, or indemnity will be due for such crop year.

(b) In addition to the provisions of section 11 of the Basic Provisions:

(1) If you acquire an insurable share in any insurable acreage after coverage begins but on or before the acreage reporting date for the crop year, and after an inspection in which we consider the acreage acceptable, insurance will be considered to have attached to such acreage on the calendar date for the beginning of the insurance period.

(2) If you relinquish your insurable interest on any insurable acreage of caneberries on or before the acreage reporting date of 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.

(3) If you relinquish your insurable share on any insurable acreage of caneberries after the acreage reporting date for the crop year, insurance coverage will be provided for any loss due to an insured cause of loss that occurred prior to the date that you relinquished your insurable share and the whole premium will be due for such acreage for the crop.

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) Adverse weather conditions;

(2) Fire, unless weeds and other forms of undergrowth have not been controlled or pruning debris has not been removed from the insured acreage;

(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;

(6) Earthquake;

(7) Volcanic eruption; or

(8) Failure of the irrigation water supply, if caused by a cause of loss specified in this section that occurs during the insurance period.

(b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure against damage or loss due to:

(1) Mechanical damage;

(2) Failure to harvest in a timely manner for any reason other than due to any peril specified in section 10(a); or

(3) The inability to market the caneberries for any reason other than actual physical damage to the caneberries from an insurable cause of loss 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.

In addition to the requirements of section 14 of the Basic Provisions, the following will apply:

(a) You must notify us:

(1) Within 3 days of the date harvest should have started if the crop will not be harvested.

(2) Within 24 hours if any cause of loss occurs:

(i) Within 15 days of harvest;

(ii) When the caneberries are mature and ready for harvest; or

(iii) During harvest.

(3) At least 15 days prior to the beginning of harvest, if you intend to claim an indemnity on any unit as a result of previously reported damage so that we may inspect the damaged production.

(b) You must not destroy the damaged crop until after we have given you written consent to do so. If you fail to meet the requirements of this section and such failure results in our inability to inspect the damaged production, all such production will be considered undamaged and included as production to count.

(c) You may be required to harvest a sample, selected by us, to be used for appraisal purposes.

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 unit, we will combine all optional units for which production records were not provided; or

(2) For any basic unit, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for each unit.

(b) In the event of loss or damage covered by this policy, we will settle your claim by:

(1) Multiplying the number of insured acres for each practice, if applicable, by its respective production guarantee;

(2) Multiplying each result of section 12(b)(1) by its respective price election;

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

(4) Multiplying the production to count for each practice, if applicable, by its respective price election;

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

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

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

For example, on your harvest period 1 unit, you have a 100 percent share in 10 acres of caneberries with a production guarantee of 7,500 pounds per acre (10,000 pound approved yield X 75 percent coverage level). The price election contained in the actuarial documents is $3.00 per pound. You elected 100 percent of the price election. Due to adverse weather reducing the yield, the total of your production to count is 60,000 pounds. Your premium rate is 5.0 percent:

The premium due is $11,250 (7,500 pound per acre production guarantee X $3.00 per pound price election X 10 acres X .05 premium rate X 100% share).

(1) 10 acres X 7,500 pound production guarantee/acre = 75,000 pound total production guarantee;

(2) 75,000 pound production guarantee X $3.00 price election = $225,000.00 value of production guarantee;

(4) 60,000 pounds total production to count X $3.00 price election = $180,000.00 value of the production to count;

(6) $225,000.00 - $180,000.00 = $45,000.00 and;

(7) $45,000.00 x 1.000 share = $45,000.00 indemnity payment.

On your harvest period 2 unit, you have a 100 percent share in 10 acres of caneberries with production guarantee of 4,500 pounds per acre (6,000 pound approved yield X 75 percent coverage level). The price election in the actuarial documents is $2.50 per pound. Due to adverse weather reducing the yield, the total of your production to count is 30,000 pounds. Your premium rate is 5.0 percent.

The premium due is $5,625.00 (4,500 pound production guarantee per acre X $2.50 per pound price election X 10 acres X .05 premium rate X 100% share).

(1) 10 acres X 4,500 pound production guarantee/acre = 45,000 pound total production guarantee;

(2) 45,000 pound production guarantee X $2.50 price election = $112,500.00 value of production guarantee;

(4) 30,000 pound total production to count X $2.50 price election = $75,000.00 value of production to count;

(6) $112,500.00 - $75,000.00 = $37,500.00 and;

(7) $37,500.00 X 1.000 share = $37,500.00 indemnity payment.

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

(1) All appraised caneberry production as follows:

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

(A) That is abandoned;

(B) Put to another use without our written consent;

(C) That is damaged solely by uninsured causes; or

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

(ii) Production lost due to uninsured causes;

(iii) Unharvested production, and

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

(2) All harvested mature production.

(d) If, due to insured causes, the grade percent of damaged production (harvested and unharvested) for the type exceeds the applicable percentage contained in the Special Provisions, any such production that is not harvested or is harvested and not sold will not be considered production to count. However, any such production that is harvested and sold will be considered production to count without regard to grade.

(e) If you have harvested or unharvested damaged caneberries and the percent of damaged caneberries does not exceed that shown in the Special Provisions for that type, the production to count for the damaged unit or portion of a unit will be the appraised or harvested production of caneberries.

13. Late and Prevented Planting.

Sections 16 and 17 of the Basic Provisions do not apply.

14. Written Agreements.

Section 18 of the Basic Provisions does not apply.

15. Substitution of Yields and Yield Exclusion.

Section 5 and 36 of the Basic Provisions do not apply unless otherwise authorized in the Special Provisions.