



UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Crop Insurance Corporation
KIWIFRUIT CROP PROVISIONS

1. Definitions

Harvest - The picking of mature kiwifruit from the vines.

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

KAC - Kiwifruit Administrative Committee having responsibility for establishing grade standards for kiwifruit in accordance with USDA regulations.

Kiwifruit - Any type or variety of kiwifruit that is grown in the area for the production of fresh kiwifruit.

Pound - Sixteen ounces avoirdupois.

Set out - Transplanting the kiwifruit vine into the vineyard.

Type - Each type of kiwifruit specified in the Special Provisions.

2. Unit Division

(a) In addition to section 1 of the Basic Provisions, a basic unit will be allowed by type.

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

(c) In lieu of section 34(a)(2)(i) and (ii) of the Basic Provisions, for an enterprise unit:

(1) To qualify, an enterprise unit must contain all of the insurable acreage of the same insured crop in:

- (i) Two or more optional units;
- (ii) Two or more sections, section equivalents, or FSA farm numbers where sections, section equivalents, or FSA farm numbers are applicable for unit division purposes; or
- (iii) Any combination of two or more parcels under section 2(c)(1)(i) and (ii).

(2) To qualify, at least two of the optional units, sections, section equivalents, or FSA farm numbers under section 2(c)(1)(i) – (iii) each must contain at least the lesser of 20 acres or 20 percent of the insured crop acreage in the enterprise unit. Separate optional units, sections, section equivalents, or FSA farm numbers may be aggregated to meet the 20 acre or 20 percent acreage requirement.

(d) Enterprise units must be administered in accordance with section 34(a)(2)(iv) - (vii) of the Basic Provisions.

(e) No other unit or unit division under section 34 of the Basic Provisions is applicable unless allowed in the Special Provisions.

3. Insurance Guarantees, Coverage Levels, and Prices

In lieu of the requirements of section 3(b)(1)(ii) and (iii) of the Basic Provisions:

(a) You may select a different coverage level for each insured type in the county insured under this policy. For example, you may elect the 75 percent coverage level on one type and the 65 percent coverage level on a different type.

(b) If the actuarial documents designate separate prices by type, you may select a different price for each type designated in the Special Provisions, 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.

(c) Notwithstanding section 3(a) and (b) of these Crop Provisions, 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 kiwifruit acreage in the county.

(d) You must report, by the production reporting date designated in section 3 of the Basic Provisions, by type:

(1) Any damage, removal of vines, 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;

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

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

(4) The first year of insurance for acreage interplanted with another perennial crop, and any time the planting pattern of such acreage is changed:

- (i) The age of the interplanted crop, and type if applicable;
- (ii) The planting pattern; and
- (iii) Any other information that we request in order to establish your approved yield.

(e) We will reduce your approved yield, as necessary, based on our estimate of the effect of any circumstance listed in section 3(d) 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 production guarantee 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, the approved yield used to establish your production guarantee 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, your approved yield will be reduced for the current crop year only if the potential reduction in the yield used to establish your production guarantee 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 yield will be added to the production to count calculated in section 11(c)(1)(ii) 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 vines or in the yield potential of the insured acreage.
- (f) You may not increase your elected or assigned coverage level or the ratio of your price election to the maximum price election if a cause of loss that could or would reduce the yield of the insured crop has occurred prior to the time that you request the increase.
- (g) Instead of reporting your kiwifruit 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 production from two crop years ago by the production reporting date (e.g., 2022 crop year production must be reported by the production reporting date for the 2024 crop year).

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 20.

6. Insured Crop

In accordance with section 8 of the Basic Provisions, the crop insured will be all the kiwifruit in the county for which a premium rate is provided by the actuarial documents:

- (a) In which you have a share;
- (b) That are of varieties adapted to the area;
- (c) That are irrigated;
- (d) That are grown on vines that have reached at least the fifth leaf year after being set out, unless otherwise provided in the Special Provisions;
- (e) Grown for the production of fresh kiwifruit; and
- (f) That are grown in a vineyard that, if inspected, is considered acceptable by us.

7. Insurable Acreage

In lieu of the provisions in section 9 of the Basic Provisions that prohibit insurance attaching to a crop planted with another crop, kiwifruit interplanted with another perennial crop is insurable unless we inspect the acreage and determine that it does not meet the requirements contained in your policy.

8. Insurance Period

- (a) In accordance with the provisions of section 11 of the Basic Provisions:
 - (1) For the year of application, coverage begins on December 1, unless we inspect the acreage before insurance attaches and determine that it does not meet insurability requirements (You must provide any information that we require for the crop or to determine the condition of the vineyard).

- (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) The calendar date for the end of the insurance period for each crop year for the kiwifruit types listed below is:

- (i) November 30 for Varietal Group A;
- (ii) November 15 for Varietal Group B;
- (iii) November 30 for Varietal Group C; or
- (iv) As otherwise provided for specific types in the Special Provisions.

- (4) If your kiwifruit policy is canceled or terminated for any crop year, in accordance with the terms of the policy, after insurance attached for that crop year but on or before the cancellation and termination dates, whichever is later, insurance will not be considered 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 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 kiwifruit on or before the acreage reporting date of any crop year, insurance will not be considered to have attached to such acreage, 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.

9. 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 vineyard;
- (3) Earthquake;
- (4) Volcanic eruption;

- (5) Failure of the irrigation water supply, if caused by an insured peril that occurs during the insurance period;
 - (6) Insects, but not damage due to insufficient or improper application of pest control measures;
 - (7) Plant disease, but not damage due to insufficient or improper application of disease control measures; or
 - (8) An insufficient number of chilling hours to effectively break dormancy.
- (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:
- (1) *Pseudomonas* regardless of cause; or
 - (2) The inability to market the kiwifruit 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.

10. 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 vines must remain unharvested so that we may inspect them in accordance with our procedure.
- (b) In addition to the requirements of section 14 of the Basic Provisions, you must notify us within 3 days of the date harvest should have started if the crop will not be harvested.
- (c) If you intend to claim an indemnity on any unit, you must notify us at least 15 days prior to the beginning of harvest if you previously gave notice in accordance with section 14 of the Basic Provisions or within 24 hours if damage is discovered during harvest, so that we may inspect the damaged production.
 - (i) You must not sell or dispose of the damaged crop until after we have given you written consent to do so.
 - (ii) 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.
- (d) You must submit a claim in accordance with section 14(e) of the Basic Provisions, except as provided in section 14(e)(1)(i).

11. 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 such 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 insured acreage for each type, if applicable, by its respective production guarantee (per acre);
 - (2) Multiplying the results of section 11(b)(1) by the respective price election for each type, if applicable;
 - (3) Totaling the results of section 11(b)(2);
 - (4) Multiplying the total production to be counted of each type, by its respective price election;
 - (5) Totaling the results of section 11(b)(4);
 - (6) Subtracting the result of section 11(b)(5) from the result of section 11(b)(3); and
 - (7) Multiplying the result of section 11(b)(6) by your share.

Example:

You have a 100 percent share in a unit of kiwifruit containing 200 acres with a production guarantee per acre of 8,450 pounds (13,000-pound approved yield acre × 65% coverage level), your production guarantee for the unit is 1,690,000 pounds (200 acres × 8,450-pound per acre production guarantee), your price election is \$0.91 per pound (\$0.91 published price election × 100% price percentage). Due to adverse weather (e.g., wind and rain during bloom), your production to count is 1,400,000 pounds (7,000 pounds per acre × 200 acres). Your premium rate is 7.5 percent.

Liability is \$1,537,900 (200 acres × 8,450-pound per acre production guarantee × \$0.91 price election).

The premium due is \$115,343 (8,450-pound production guarantee per acre × \$0.91 × 200 acres × 0.075 premium rate × 100% share).

- (1) 200 acres × 8,450-pound production guarantee per acre = 1,690,000-pound production guarantee;
 - (2) 1,690,000-pound production guarantee × \$0.91 per pound price election = \$1,537,900 value of the production guarantee;
 - (4) 1,400,000 pounds production to count × \$0.91 price election = \$1,274,000 value of production to count;
 - (6) \$1,537,900 - \$1,274,000 = \$263,900; and
 - (7) \$263,900 × 1.000 share = \$263,900 indemnity.
- (c) The total production to count (in pounds) 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) That is damaged solely by uninsured causes; or
 - (C) For which you fail to provide production records that are acceptable to us;
 - (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.

(A) If you do not agree with our appraisal, we may defer the claim only if you agree to continue to provide sufficient care for the representative sample vines of 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 harvested the crop, in which case we will use the harvested production. If you do not continue to care for the representative sample vines, our appraisal made prior to deferring the claim will be used to determine the production to count; or

(B) If you elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested production, or our reappraisal if additional damage occurs and the crop is not harvested; and

(2) All harvested and appraised kiwifruit production from the insurable acreage that grades KAC No. 1 or better or that meets or exceeds the standards in other applicable grading standards if specified in the Special Provisions.

(d) If due to insured causes, any production that does not meet the grade standards specified in section 11(c)(2) and the production is harvested and:

(1) Sold, such production will be considered production to count without regard to grade; or

(2) Not sold, such production will not be considered production to count.

12. Late and Prevented Planting and Written Agreement

The late, prevented planting, and written agreement provisions of the Basic Provisions are not applicable.

13. Yield Options

Section 36(a)(2) and (3) of the Basic Provisions are not applicable.