

**MULTIPLE PERIL CROP INSURANCE  
WINTER SQUASH PILOT CROP PROVISIONS  
For the 2000 and succeeding crop years**

**2000-NCIS 822**

If a conflict exists among the Basic Provisions, these crop provisions, and the Special Provisions; the Special Provisions will control these crop provisions and the Basic Provisions; and these crop provisions will control the Basic Provisions.
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**1. Definitions.**

**Allowable cost** - The dollar amount per pound for costs we estimate to be incurred during and after harvesting as shown in the Special Provisions.

**Amount of insurance** - The dollar amount determined by multiplying the minimum value by the coverage level percentage you select.

**Direct marketing** - Sale of the insured crop directly to consumers without the intervention of an intermediary such as a wholesaler, retailer, packer, processor, shipper or buyer. Examples of direct marketing include selling through an on-farm or roadside stand, farmer's market, and permitting the general public to enter the field for the purpose of picking all or a portion of the crop.

**Harvest** - The removal of squash or pumpkins from the plant.

**Hundredweight** - One hundred (100) pounds avoirdupois.

**Marketable production** - Pumpkins or winter squash that meet the standard for grading No. 2 or better, or would be accepted by a packer, processor, consumer, or other handler even if failing to meet grading standards.

**Minimum value** - A dollar amount per pound less the allowable costs shown in the Special Provisions that we will use to calculate your amount of insurance per acre and the value of your production to count under section 11(d).

**Planted acreage** - In addition to the definition of planted acreage contained in section 1 of the Basic Provisions, planted acreage is defined as land in which seeds or transplants have been placed, by hand or machine at the correct depth, into a seedbed that has been properly prepared for the planting method and production practice. Squash or pumpkins must initially be planted in rows far enough apart to permit mechanical cultivation. Acreage planted in any other manner will not be insurable unless otherwise provided by the Special Provisions.

**Potential production** - The number of hundredweight of squash or pumpkins that the plants will or would have produced per acre by the end of the insurance period, assuming normal growing conditions and practices.

**Pumpkin** - The fruit of any plant of the genus *Cucurbita* and species *C. pepo* or *C. moschata*.

**Winter squash** - The edible fruit of any plant of the genus *Cucurbita* produced for human consumption.

**2. Unit Division.**

(a) In addition to the definition of basic unit in section 1 of the Basic Provisions, a basic unit will also be established by type if required by the Special Provisions.

(b) Provisions in section 34 of the Basic Provisions that allow optional units by irrigated and non-irrigated practices are not applicable.

**3. Amounts of Insurance.**

(a) In addition to the requirements of section 3 of the Basic Provisions, you may select only a single coverage level percentage from among those offered by us for all the squash and pumpkins in the county insured under this policy.

(b) The production reporting requirements contained in section 3 of the Basic Provisions do not apply to squash or pumpkins.

**4. Contract Changes.**

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date.

**5. Cancellation and Termination Dates.**

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are March 15.

**6. Insured Crop.**

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

(a) In which you have a share;

(b) That is:

(1) Squash planted to be harvested for human consumption or pumpkins planted to be harvested for human consumption or for ornamental purposes;

(2) Grown by a person who in at least one of the three previous crop years:

(i) Grew squash or pumpkins for commercial sale; or

(ii) Managed a commercial squash or pumpkin farming operation.

(c) That are not (unless allowed by the Special Provisions):

(1) Interplanted with another crop;

(2) Planted into an established grass or legume; or

(3) Grown for direct marketing.

**7. Insurable Acreage.**

In addition to the provisions of section 9 of the Basic Provisions:

(a) We will not insure any acreage that does not meet the applicable rotational requirements shown in the Special Provisions.

(b) Any acreage of the insured crop damaged before the final planting date, to the extent that most producers in the area would not normally further care for the crop, must be replanted unless we agree that it is not practical to replant.

**8. Insurance Period.**

In accordance with the provisions of section 11 of the Basic Provisions, the calendar date for the end of the insurance period is November 30 in New Jersey and October 31 in all other States.

**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 during the insurance period:

(1) Adverse weather conditions;

(2) Insects, but not damage due to insufficient or improper application of pest control measures;

(3) Plant disease, but not damage due to insufficient or improper application of disease control measures;

(4) Wildlife;

(5) Fire;

- (6) Earthquake;
  - (7) Volcanic eruption; or
  - (8) Failure of the irrigation water supply, if caused by an insured cause of loss in section 9(a)(1) through (7) that occurs during the insurance period.
- (b) In addition to the causes of loss excluded in section 12 (Causes of Loss) of the Basic Provisions, we will not insure against damage or loss of production due to:
- (1) Failure to harvest in a timely manner; or
  - (2) Failure to market squash or pumpkins, unless such failure is due to actual physical damage caused by an insured cause of loss that occurs during the insurance period. 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.
- (c) We do not insure loss of production due to inadequate pollination unless you can prove that you caused an adequate number of honeybees to be placed in and about the field during the entire period of time the squash or pumpkin plants were flowering.

#### 10. Duties In The Event of Damage or Loss.

- (a) In addition to the requirements contained in section 14 of the Basic Provisions, if you intend to claim an indemnity on any unit, you also must give us notice not later than 72 hours after the earliest of:
- (1) The time you discontinue harvest of any acreage on the unit;
  - (2) The date harvest normally would start if any acreage on the unit will not be harvested; or
  - (3) The calendar date for the end of the insurance period.
- (b) In accordance with the requirements of section 14 of the Basic Provisions, any representative samples of the unharvested crop that we may require must be at least 10 feet wide and extend the entire length of each field in the unit. The samples must not be harvested or destroyed until the earlier of our inspection or 15 days after harvest of the balance of the unit is completed. Failure to leave a representative sample will result in an appraised amount of production to count that is not less than the amount of insurance per acre; and
- (c) If direct marketing of the insured crop is allowed by the Special Provisions, you must notify us at least 15 days before any production from any unit will be marketed directly to consumers. We will conduct an appraisal that will be used to determine your value of production. If damage occurs after this appraisal, you must immediately provide notice and we will conduct an additional appraisal. These appraisals, and any acceptable records provided by you, will be used to determine the value of your production to count.
- (d) In addition to all other notice requirements, if you are also a wholesaler, retailer, packer, processor, shipper, buyer, or other handler of squash or pumpkins, you must notify us at least 15 days before harvest or the end of insurance period, whichever is earlier. We will conduct an appraisal that will be used to determine your value of production to count. If damage occurs after this appraisal, you must immediately provide notice and we will conduct an additional appraisal. These appraisals, and any acceptable records provided by you, will be used to determine your production to count. Failure to give timely notice will result in an appraised value of production to count that is not less than the amount of insurance per acre.

#### 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 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) We will defer appraisals until the earlier of the date the crop reaches maturity or the calendar date for the end of the insurance period.
- (c) In the event of loss of production or damage to the insured crop covered by this policy, we will settle your claim by:
- (1) Multiplying the insured acreage by the amount of insurance per acre;
  - (2) Subtract either of the following values from the result of section 11(c)(1):
    - (i) For other than catastrophic risk protection coverage, the total value of production to be counted (see section 11(d)); or
    - (ii) For catastrophic risk protection coverage, the result of multiplying the total value of production to be counted (see section 11(d)) by fifty-five percent; and
  - (3) Multiplying the result of section 11(c)(2) by your share.
- For example:  
 You select a 75% coverage level with a \$600 amount of insurance and plant 50.0 acres with a 100% share. The allowable cost is \$3.00 per cwt. and the minimum value is \$6.50 per cwt. You harvest 2,000 cwt from 45 acres and receive \$10.50/cwt. You do not harvest 5.0 acres and an appraisal resulted in production to count of 5 cwt/acre. Your indemnity would be calculated as follows:
- (i) Total dollar guarantee is  $600 \times 50 = \$30,000$ .
  - (ii) The total value of harvested production =  $2,000 \text{ cwt.} \times \$7.50 (\$10.50 - \$3.00) = \$15,000$ .
  - (iii) The value of production from unharvested acreage is  $5 \text{ cwt} \times 5 \text{ acres} \times \$6.50 (\text{min. value}) = \$162.50$ .
  - (iv) The total value of production is  $\$15,000 + \$162.50 = \$15,162.50$
  - (v) Indemnity is calculated as  $\$30,000 - \$15,162.50 = \$14,837.50$ .
- (d) The total value of production to count from all insurable acreage on the unit will include:
- (1) Not less than the amount of insurance per acre for any acreage:
    - (i) That is abandoned;
    - (ii) Put to another use without our consent;
    - (iii) Damaged solely by uninsured causes;
    - (iv) For which you fail to provide acceptable production records;
    - (v) Direct marketed without notice in accordance with section 10(c); and
    - (vi) For which notice is not given as required by section 10(c) or 10(d).
  - (2) The value of the following appraised production will not be less than the dollar amount obtained by multiplying the number of hundredweight of the appraised squash or pumpkins by the minimum value per hundredweight shown in the Special Provisions for:
    - (i) Unharvested marketable production (unharvested production that is damaged or defective due to insurable causes and is not marketable will not be considered production to count);
    - (ii) Production lost due to uninsured causes; and

- (iii) Potential production on insured acreage that you intend to put to another use or abandon with our consent.
  - (A) If you do not elect to continue to care for the crop, we may give you consent to put the acreage to another use if you agree to leave intact, and provide sufficient care for, representative samples of the crop in locations acceptable to us (The amount of production to count for such acreage will be based on the harvested production or appraisals from the samples at the time harvest should have occurred. If you do not leave the required samples intact, or fail to provide sufficient care for the samples, the amount of production to count value will not be less than the amount of insurance guarantee per acre; 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 value, or the appraised production value if the crop is not harvested; and
- (3) The total value of all harvested production from the insurable acreage will be the dollar amount obtained by subtracting the allowable costs from the price received for each hundred weight of squash or pumpkins, (this result cannot be less than the minimum value for squash or pumpkins, as applicable) and multiplying this result by the number of hundredweight of squash or pumpkins harvested. Harvested mature squash or pumpkins that are not marketable due to insurable causes will not be counted as production to count.

**12. Written Agreements.**

The written agreement provisions in the Basic Provisions are not applicable.

**13. Late Planting.**

The late planting provisions contained in the Basic Provisions are not applicable to winter squash or pumpkins.

**14. Prevented Planting.**

The prevented planting provisions contained in the Basic Provisions are not applicable to winter squash or pumpkins.

**15. Minimum Value Option.**

(a) The provisions of this option are continuous and will be attached to and made a part of your insurance policy if:

- (1) You elect the Minimum Value Option on your application or on a form approved by us, on or before the sales closing date for the initial crop year in which you wish to insure winter squash or pumpkins under this option, and pay the additional premium indicated in the actuarial documents for this coverage; and
- (2) You have not elected coverage under the Catastrophic Risk Protection Endorsement.

(b) In lieu of the provisions contained in section 11(d)(3), the total value of the harvested production will be determined as follows:

- (1) For sold production, the dollar amount obtained by subtracting the allowable cost contained in the Special Provisions from the price received for each hundredweight of squash or pumpkins (this result may not be less than zero), and multiplying this result by the number of hundredweight of squash or pumpkins sold; and

- (2) For marketable production that is not sold, the dollar amount obtained by multiplying the number of hundredweight of squash or pumpkins by the minimum value shown in the Special Provisions (harvested production that is damaged or defective due to insurable causes and is not marketable will not be counted as production).
- (c) This option may be canceled by either you or us for any succeeding crop year by giving written notice on or before the cancellation date preceding the crop year for which the cancellation of this option is to be effective.