

**MULTIPLE PERIL CROP INSURANCE
RASPBERRY AND BLACKBERRY PILOT CROP PROVISIONS**

2002-NCIS 884

If a conflict exists among the policy provisions, the order of priority is as follows: (1) the Catastrophic Risk Protection Endorsement, if applicable; (2) the Special Provisions; (3) these Crop Provisions; and (4) the Basic Provisions with (1) controlling (2), etc.

1. Definitions.

Varietal group - Berries with similar characteristics that are grouped for insurance purposes as specified in the Special Provisions.

Adapted varieties - Varieties of the insured crop that are recognized by the Cooperative State Research, Education, and Extension Service as compatible with agronomic and weather conditions in the county where insurance is requested and available.

Allowable Cost - The dollar amount per unit of measure for expenses to harvest and haul the berries to the first handler, as shown in the Special Provisions by varietal group if applicable.

Amount of insurance (per acre) - The amount shown on the actuarial documents for the corresponding coverage level percentage you select.

Average net price per unit of measure - The total dollars of revenue derived from sales of insured berries divided by the number of units of measure sold, minus handling charges, if shown in the Special Provisions.

Berries - The edible fruit of the Raspberry and Blackberry plant, members of the genus *Rubus* subgenus *Ideobatus* and *Eubatus*, respectively, grown for commercial sale and intended for consumption.

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 picking or removal of mature berries from the plant either by hand or machine.

Marketable production - Berry production that meets or exceeds the grading standards specified in the Special Provisions, or is acceptable by a packer, processor, or other handler even if it fails to meet applicable grading standards.

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

Minimum age - Number of growing seasons after the berry plants are set out that must be completed to be insurable. For the year of setout to be counted as a completed growing season, setout must occur prior to July 1, unless otherwise specified in the Special Provisions.

Standard minimum value - A dollar amount per unit of measure as shown in the Special Provisions that we may use to value marketable production.

Unit of measure - Crates or pounds, as specified in the Special Provisions.

2. Unit Division.

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.

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 a single coverage level for all berries in the county insured under this policy.

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

(1) Any damage, removal of plants, change in practices, or any other circumstance that may reduce the quantity or quality of berries produced on insured acres and the number of affected acres;

(2) The ages of the berry plants, number of bearing plants, planting patterns and other field information required by us to determine insurable acreage; and

(3) For 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.

(c) We will reduce your guarantee as necessary, based on our estimate of the effects of the conditions listed in section 3(b)(1) on the quantity or quality of berries produced. If you fail to notify us of any circumstance that may affect your berry production, we will reduce your guarantee as necessary at any time that we become aware of such circumstances.

(d) You may not increase your coverage level for a subsequent 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 20.

6. Insured Crop.

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

(a) In which you have a share;

(b) That are adapted varieties to the area;

- (c) That are irrigated, unless the Special Provisions allow a non-irrigated practice;
- (d) That, if specified in the Special Provisions:
 - (1) Are grown on plants that, at the time insurance attaches, have met the minimum age requirements specified in the Special Provisions; and
 - (2) Have produced at least the minimum production for insurability specified in the Special Provisions.
- (e) That, if inspected, are 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, berries interplanted with another perennial crop are insurable unless we inspect the acreage and determine that it does not meet the requirements contained in this policy.

8. Insurance Period.

(a) In lieu of the provisions of section 11(a) of the Basic Provisions, the following applies:

- (1) For the first crop years, coverage begins on November 21, except that for the year of application, if your application is received after November 11 but prior to November 21, insurance will attach on the 10th day after your properly completed application is received in our local office, unless we inspect the acreage during the 10-day period and determine that it does not meet insurability requirements.
- (2) For each subsequent crop year you are insured without a break in continuity of coverage from the prior crop year, coverage begins on the day immediately following the end of the insurance period for the prior crop year. Policy cancellation as a result of transferring to a different insurance provider for the subsequent crop year will not be considered a break in continuity of insurance coverage.

(b) In accordance with the provisions of section 11(b) (4) of the Basic Provisions the calendar date for the end of the insurance period for each crop year is as follows:

- (1) August 15 for raspberry varieties in Oregon and Washington;
- (2) October 31 for blackberry varieties in Oregon and Washington;
- (3) October 31 for both raspberry and blackberry varieties in all other states.

(c) 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 berries on or before the acreage reporting date of the crop year, insurance will not be considered to have attached, therefore 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.

- (d) If your raspberry and blackberry policy is canceled or terminated for any crop year in accordance with the terms of the policy after insurance attached for that crop year, 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.

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 undergrowth has not been controlled or pruning debris has not been shredded or removed from the acreage;
- (3) Insects, and disease but not damage due to insufficient or improper application of control measures;
- (4) Wildlife;
- (5) Earthquake;
- (6) Volcanic eruption; or
- (7) Failure of the irrigation water supply, if caused by a cause of loss specified in section 9(a)(1) through (6) 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;
- (3) The breakdown or non-operation of equipment or facilities; or
- (4) The inability to market the berries 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, and the berries have no actual physical damage caused by an insured cause specified in this section.

10. 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 within 3 days of the date harvest should have started if the crop will not be harvested.
- (b) If damage occurs when the berries are mature and ready for harvest, you must notify us within 24 hours so that we can inspect the insured acreage.
- (c) If damage occurs during harvest, and you do not intend to complete harvesting the crop, you must notify us within 24 hours so that we can inspect the insured acreage.
- (d) You must notify us at least 15 days before any production from any unit will be sold by direct marketing. We will conduct an inspection and, if needed, an appraisal that may be used to determine your production to count. If damage occurs after this inspection, we will conduct an additional inspection. These inspections, and any acceptable records provided by you, will be used to determine your production values to count. Failure to give timely notice that production will be sold by direct marketing will result in an appraised amount of not less than the dollar amount of insurance per acre if such failure results in our inability to make the required inspection or appraisal.
- (e) If you intend to claim an indemnity on any unit, you must notify us at least 15 days prior to the beginning of harvest, or within 24 hours if damage is discovered within 15 days of or during harvest, consistent with section 10(b) and 10(c).
- (f) 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, we may consider all such production to be undamaged and count the greater of the value of such production or the amount of insurance per acre as the value of the production to count for such production.
- (g) For appraisal purposes, you may be required to harvest a sample selected by us.

11. Settlement Of Claim.

- (a) We will determine your loss on a unit basis. In the event you are unable to provide separate, acceptable marketing records:
 - (1) For any optional unit, we will combine all optional units for which such marketing 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 by the amount of insurance per acre for each varietal group, if applicable;
 - (2) Totaling the result of section 11(b)(1);

- (3) Determining the total value of production to count for each varietal group, if applicable (see section 11(c));
- (4) Totaling the results of section 11(b)(3);
- (5) Subtracting from the result of section 11(b)(2):
 - (i) For other than catastrophic risk protection coverage, the total value of production to be counted (section 11(b)(4)); or
 - (ii) For catastrophic risk protection coverage, the result of multiplying the total value of production to be counted (section 11(b)(4)) by fifty-five percent; and
- (6) Multiplying the result of section 11(b)(5) by your share.

For example, on a unit:
You have 100 percent share in 10 acres of berries with an amount of insurance of \$2,000 per acre. Due to adverse weather reducing the yield, the total value of your production to count is \$10,500. Your indemnity will be calculated as follows:

 - (i) 10 acres x \$2,000 = \$20,000 amount of insurance;
 - (ii) \$20,000 amount of insurance - \$10,500 production value = \$9,500 loss; and
 - (iii) \$9,500 x 100 percent share = \$9,500 indemnity payment.
- (c) 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 written consent;
 - (iii) From which production is sold by direct marketing and you fail to meet the requirements contained in section 10(d);
 - (iv) That is damaged solely by uninsured causes; or
 - (v) For which you fail to provide acceptable marketing records;
 - (2) The value of the appraised marketable production, which will not be less than the dollar amount obtained by multiplying the number of units of measure of such production by the standard minimum value, for:
 - (i) Potential production on any acreage that has not been harvested;
 - (ii) Unharvested production that is marketable but that is damaged or defective due to uninsurable causes;
 - (iii) Production lost due to uninsured causes; and
 - (iv) Potential production on insured acreage that you intend to put to another use or abandon, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end when you put the acreage to another use or abandon the

crop. If agreement on the appraised amount of production is not reached:

- (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, our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of 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
- (3) The total value of harvested production, which will be determined as follows:
- (i) For sold production, the dollar amount obtained by subtracting the allowable cost from the average net price received for each unit of measure of berries (this result may not be less than the standard minimum value price) and multiplying this result by the number of units of measure of berries sold; and
 - (ii) For marketable production that is not sold, the dollar amount obtained by multiplying the number of units of measure of such berries on the unit by the standard minimum value price. Harvested production that is damaged or defective due to insurable causes and is not marketable will not be counted as production for the crop year.

12. Modified Minimum Value Option.

This Modified Minimum Value Option, if authorized by the Special Provisions, permits you to reduce the minimum value for production that is sold. You may select one of two alternative minimum values, designated as Option I and Option II.

- (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 either Option I or Option II of this 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 berries under this option, and pay the additional premium indicated in the actuarial documents for this optional coverage; and
 - (2) You have not elected coverage under the Catastrophic Risk Protection Endorsement for the crop year.
- (b) In lieu of the provisions contained in section 11(c)(3), the total value of harvested production will be determined as follows:
 - (1) For sold production, the dollar amount obtained by subtracting the allowable cost from the average net price received for each unit of measure (this result may not be less than the modified minimum value Option I or Option II price selected from the applicable choices in the actuarial document for any unit of measure of berries), and multiplying this result by the number of units of measure of berries sold; and
 - (2) For marketable production that is not sold, the dollar amount obtained by multiplying the number of units of measure of such berries on the unit by the standard minimum value price that applies without regard to the choice of the Modified Minimum Value Option.
- (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.

13. Late and Prevented Planting.

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

14. Written Agreements.

Written agreements are not available under the Raspberry and Blackberry crop provisions.