

in the county for the current crop year under the regulations of the Corporation; (2) the appraised production in excess of three bushels of grain or one ton of silage per acre for any unharvested acreage; (3) the harvested production and appraised production (if any) in excess of three bushels of grain or one ton of silage per acre for any acreage from which less than three bushels of grain or one ton of silage per acre are harvested; (4) not less than the applicable harvested production guarantee for any acreage which is abandoned, put to another use without prior written consent of the Corporation, or damaged solely by an uninsured cause. *Provided, further,* That, if the insured gives a notice pursuant to Section 4 of this endorsement, or indicates an intent to harvest any corn for silage and the harvested production would not be able to be determined for the insurance unit, the Corporation will appraise the production in tons of silage, and in the case of field corn such appraisals are to be used in computing the amount of loss only if such corn is actually harvested for silage. The Corporation reserves the right to determine the amount of production of unharvested corn standing in the field on the basis of a field appraisal immediately after the end of the insurance period.

(d) Notwithstanding the provisions of subsection (c) of this section, in determining the production of corn to be counted, from acreage to which the bushel guarantee applies, with a moisture content of 17 percent or more, the Corporation shall, where appropriate when due to insurable causes occurring within the insurance period, reduce such production 1 percent for each full 1 percent of moisture in excess of 16 percent up to and including 40 percent. If the Corporation determines that the moisture content is over 40 percent or if the test weight of shelled corn is below 40 pounds per bushel, the percent of the production to be counted shall be that as agreed upon by the Corporation and the insured, or in the absence of agreement as appraised by the Corporation: *Provided, however,* That the percent of the gross production of corn harvested for grain to be counted shall not be less than 35 percent.

(e) In determining the production of stored corn, 2.50 cubic feet of ear corn and 1.25 cubic feet of shelled corn shall be treated as 1 bushel, except that in the case of ear corn the quantity so determined may be adjusted by a shelling percentage, and/or on the basis of test weight, and in the case of shelled corn the quantity may be adjusted on the basis of test weight. The production of corn will not be adjusted for the presence of husks unless the Corporation determines that in harvesting ear corn, none of the husks were removed.

(f) In determining the production of corn harvested for silage after September 30, the Corporation will adjust such production to what it would have been on September 30

taking into consideration any reduction in the moisture content.

6. *Meaning of terms.* For the purpose of the corn insurance program the terms:

(a) "Harvest" means picking the corn from the stalk either by hand or machine or cutting the corn for any purpose.

(b) "Silage" means corn harvested by severing the stalk from the land and chopping the stalk and the ear for the purpose of livestock feed.

7. *Cancellation and termination for indebtedness dates.* For each year of the contract the cancellation date and the termination date for indebtedness are the following applicable dates immediately preceding the beginning of the crop year for which the cancellation or the termination is to become effective:

State	Cancellation date	Termination date for indebtedness
Delaware, Illinois, Indiana, Iowa, Maryland, Michigan, Minnesota, Nebraska, Ohio, Pennsylvania, and Wisconsin.....	Dec. 31	May 10
North Dakota.....	do.....	Apr. 15
All other States.....	do.....	Apr. 30

[40 FR 52339, Nov. 10, 1975]

PART 402—RAISIN CROP INSURANCE

Subpart—Regulations for the 1966 and Succeeding Crop Years

Sec.

- 402.1 Availability of raisin crop insurance.
- 402.2 Premium rates and amounts of insurance.
- 402.3 Application for insurance.
- 402.4 Public notice of indemnities paid.
- 402.5 Creditors.
- 402.6 The application and policy.

AUTHORITY: The provisions of this Part 402 issued under secs. 506, 516, 52 Stat. 73, 77; 7 U.S.C. 1506, 1516.

SOURCE: The provisions of this Part 402 appear at 31 F.R. 5746, Apr. 14, 1966; 31 F.R. 6247, Apr. 23, 1966, unless otherwise noted.

§ 402.1 Availability of raisin crop insurance.

Raisin crop insurance shall be offered for the 1966 and succeeding crop years under the provisions of § 402.1 through § 402.6 in counties in California within limits prescribed by and in accordance with the provision of the Federal Crop Insurance Act, as amended. The counties shall be designated by the Manager of the Corporation from a list of counties approved by the Board of Directors of

the Corporation for raisin crop insurance. The counties designated by the Manager shall be published by appendix to this section.

APPENDIX; COUNTIES DESIGNATED FOR RAISIN CROP INSURANCE; 1976 CROP

Pursuant to authority contained in § 402.1 of the above-identified regulations, as amended, the following counties have been designated for raisin crop insurance for the 1976 crop year.

CALIFORNIA

Fresno	Merced
Kern	Stanislaus
Kings	Tulare
Madera	

[40 FR 52592, Nov. 11, 1975]

§ 402.2 Premium rates and amounts of insurance.

The Manager shall establish premium rates and the amounts of insurance per ton which shall be shown on the county actuarial table on file in the office for the county. Such premium rates and amounts of insurance may be changed from year to year.

§ 402.3 Application for insurance.

The application for insurance, provided for in § 402.6 of this chapter, shall be submitted to the office for the county for the Corporation on or before the July 31 of the first crop year for which insurance is to be in effect, or such earlier day as may be established by the Corporation for any county in any year upon its determination that the insurance risk involved is excessive.

§ 402.4 Public notice of indemnities paid.

The Corporation shall provide for posting annually in each county at the county courthouse a listing of the indemnities paid in the county.

§ 402.5 Creditors.

An interest of a person other than the insured in an insured crop existing by virtue of a lien, mortgage, garnishment, levy, execution, bankruptcy, or any involuntary transfer shall not entitle the holder of the interest to any benefit under the contract other than as provided in the application and policy set forth in § 402.6.

§ 402.6 The application and policy.

The provisions of the Application and Policy for Raisin Crop Insurance for the

1966 and succeeding crop years are as follows:

Application and Policy Form FCI-812-Raisin (Revised)

UNITED STATES DEPARTMENT OF AGRICULTURE

FEDERAL CROP INSURANCE CORPORATION

CALIFORNIA APPLICATION AND POLICY FOR RAISIN INSURANCE (FOR 19__ AND SUCCEEDING CROP YEARS)

(Name of Insured)

(Policy Number)

(Address of Insured) (Zip Code)

(Insured's Phone No.)

(County)

1. The undersigned applicant (herein called the "insured"), subject to the applicable provisions of the regulations of the Federal Crop Insurance Corporation (herein called "Corporation"), hereby applies to the Corporation for insurance on his interest in the insurable raisins named below located in the above-identified county. The amount of insurance per ton and premium rate for the crop year are shown on the county actuarial table (herein called "actuarial table"). This application when executed by an individual shall not cover his interest in a crop produced by a partnership or other entity.

2. *Cause of loss insured against.* Insurance applied for and the insurance provided is against unavoidable damage or loss resulting from rainfall on the raisins during the insurance period while in the field on trays, or in rolls, for drying.

3. *Insurable raisins.* Only raisins while in the field on trays, or in rolls, for drying of the varieties (1) Thompson seedless, (2) Muscats, (3) Monukkas, and (4) Sultanas produced by the insured on the insurance unit (hereinafter called "unit") are insurable raisins: *Provided*, That insurance shall not attach to (a) raisins which are first placed on trays after September 20 in any crop year, as determined by the Corporation, or (b) any raisins produced from acreage shown as noninsurable on the actuarial table.

4. *Supplements to application showing identification of vineyards, varieties, acres, estimated tonnages, and interest.* The insured at the time of filing this application shall also file a supplement hereto, on a form prescribed by the Corporation, which shall be a part of this application. The insured shall show on such supplement, in accordance with instructions thereon, the location of vineyards, varieties, acres, estimated tonnage of insurable raisins to be

produced and his interest in each variety. Such information may be revised by the insured not later than August 25, of any crop year, by giving notice in writing to the office for the county of the Corporation: *Provided, however*, That downward revisions of estimated tonnage after August 25, of any crop year, for premium adjustment purposes for any unit may be allowed if requested not later than the March 31, immediately following the crop year involved, but shall be limited to the most accurate determination the Corporation can make of the insurable tonnage placed on trays from records acceptable to the Corporation. Any such downward revisions shall be made only after satisfactory evidence is provided to the Corporation. When an earned annual premium is recomputed on the basis of a downward revision made after August 25, of any crop year, as provided herein, such premium shall be increased \$10.00.

Any acceptable revision shall be a part of the application, in lieu of any supplement previously filed, and shall be considered as the basis for continuation of insurance from year to year, subject to revision as provided herein. The Corporation reserves the right to determine the tonnage of raisins insured under the contract, or on any unit, and the insured's interest therein. The tonnage and interest insured shall be the tonnage and interest reported by the insured or as determined by the Corporation.

5. *The contract.* Upon acceptance of this application by the Corporation the contract shall be in effect for the crop year specified above and shall continue for each succeeding crop year until terminated in accordance with the provisions of the contract. This application and policy, endorsements and supplements thereto, if any, and the actuarial tables for each crop year on file in the office for the above county shall constitute the contract for raisin insurance. Any changes made in the contract shall not affect the continuity from year to year.

6. *Insurance period.* For each crop year, insurance attaches at the time the raisins insured are placed on trays for drying, provided they are so placed by September 20 of such year as determined by the Corporation, and continues throughout the drying season while the raisins are in the field and ceases on October 25, or upon the raisins being permanently removed from the field, or boxed, whichever first occurs.

7. *Annual premium.* The annual premium for each unit shall be earned and payable at the time insurance attaches and shall be determined by multiplying the insured tonnage as reported by the insured or as determined by the Corporation pursuant to section 4, by the applicable premium rate and multiplying the product thereof by the insured's interest at the time insurance attaches and, where applicable, applying the increases provided in sections 4 and 8, respectively.

8. *Premium note.* In consideration hereof, the insured promises to pay to the order of the Federal Crop Insurance Corporation each crop year of the contract the annual premium and further agrees that as to any amount thereof not paid by the January 31 immediately following the crop year in which earned, it shall, in addition to the increase provided for in section 4 hereof, be further increased by 10 percent. It is further agreed that any amount due the Corporation by the insured may be deducted from any indemnity payable to the insured and when not prohibited by law, from any loan or payment otherwise due the insured under any program administered by the U.S. Department of Agriculture.

(Witness to signature)

(Signature of applicant)

-----, 19--
(Date)

9. Recommended for acceptance by:

(Corporation representative)

-----, 19--
(Date)

10. Accepted for the Corporation by:

(State director)

-----, 19--
(Date)

(Address of office for the county) (Zip code)

(Name, address, zip code, and telephone number of vineyard manager)

(Packer or marketing agency)

11. *Life of contract.* This contract is noncancelable the first crop year and shall, subject to the provisions of this section and the termination provisions of section 17 hereof, continue in effect for each succeeding crop year until either the insured, or the Corporation, cancels the contract by giving written notice to the other by June 30 of the crop year for which the cancellation is to become effective. The contract shall, however, terminate for nonpayment of premium if such premium is not paid by July 31, following the crop year in which the premium was earned.

12. *Contract changes.* After the first crop year, the Corporation reserves the right to amend or change the terms and conditions of this contract from year to year. Notice thereof shall be mailed to the insured, or be made available at the office for the county, not later than May 31 of any crop year. Acceptance of the changes will be conclusive in the absence of any notice from the insured

to cancel the contract as provided in paragraph 11, above.

13. *Notice of damage or loss.* The insured shall report each damage, to the raisins insured resulting from rainfall to the office for the county immediately after such damage becomes apparent. If not so reported within 7 days, the Corporation reserves the right to reject any claim arising out of such damage on the unit if it determines that it has been prejudiced by such failure to report.

14. *Amount of loss and proof of loss.* (a) The amount of loss insured against shall be determined and adjusted separately for each unit by multiplying the tonnage of raisins insured by the amount of insurance per ton and multiplying such product by the insured interest in the raisins and deducting from such result the insured interest in the value, as determined by the Corporation, of the damaged and undamaged insured raisin tonnage produced on the unit. Undamaged raisins shall be valued at the market value or the amount of insurance, whichever is higher.

Raisins damaged by rainfall, but which are reconditioned so that they may be marketed the same as undamaged raisins, shall be valued at the market value or the amount of insurance, whichever is higher, except that the cost of reconditioning shall be deducted from such value as herein provided.

Raisins damaged by rainfall, but which, as determined by the Corporation, cannot be reconditioned so that they may be marketed as undamaged raisins, shall be valued at the highest price obtainable, except that the cost of reconditioning, if any, shall be deducted from such value as herein provided.

The maximum which shall be allowed for any one reconditioning operation shall be \$30.00 per ton but such allowance, or the aggregate thereof, shall not exceed the value of the raisins for the unit put through the reconditioning process, as determined by the Corporation.

Raisins damaged solely by uninsured causes shall be valued at the market value of undamaged raisins or the amount of insurance, whichever is higher.

Raisins damaged partially by uninsured causes and partially by rainfall shall be valued at the highest prices obtainable, subject to an adjustment for any reduction in value due to uninsured causes.

(b) In the case of any insured raisins damaged by rainfall which have not been put through the reconditioning process, the Corporation shall have the right to require the insured, at the insured's expense, to recondition representative samples of such raisins to determine whether they may be profitably reconditioned. If it is so determined, the Corporation may require the insured to recondition all of such raisins. Compliance by the insured with any requirements made pursuant to this paragraph shall be a condition precedent to the right of the insured to

any indemnity hereunder on the unit involved.

(c) Notwithstanding any other provision hereof, the Corporation shall have the right, at its election, to take and acquire all of the right, title, and interest of the insured in and to any raisins damaged by rainfall. In such event, in determining the amount of loss, such raisins shall be valued at zero. The Corporation's representatives and employees shall have the right of ingress and egress on the insured's farm to the extent necessary to take possession of, care for, and remove such raisins pursuant to the provisions hereof.

(d) If, for the unit the insured fails to report all his interest in, or tonnage of, insurable raisins, the Corporation may elect to determine the amount of loss with respect to all his insurable interest and tonnage as determined by the Corporation on either a tonnage or premium ratio basis, and reduce the amount of loss under the contract proportionately. All insurable tonnage picked and placed on trays by September 20 shall for the purposes of this determination be treated as insurable raisins.

(e) If the tonnage reported of raisins insured is more than the tonnage determined by the Corporation, or the Corporation determines the interest of the insured in the raisins insured to be less than as reported, the indemnity shall be computed on the basis of the determined tonnage and interest and the excess premium computed without regard to the increase provided for in section 4 shall be refunded.

(f) It shall be a condition precedent to payment of any claim that the insured furnish any information required by the Corporation regarding the production, weight, and handling of the raisins insured and the manner and extent of loss. If production from two or more units is commingled, or insurable and uninsurable tonnage is commingled, and satisfactory records are not made available to establish the facts, the Corporation reserves the right to deny liability or to allocate the production in such manner as it deems appropriate for the purposes of computing any indemnity involved. Any claim for loss on a unit shall be submitted to the Corporation, on a form prescribed by the Corporation, not more than 30 days after total destruction in the field or after the records required herein are available to the insured but not later than the April 30 immediately following the normal harvesting period. The Corporation reserves the right to provide additional time if it determines that circumstances beyond the control of either party prevent compliance with this provision.

(g) In the event that any claim for indemnity under the provisions of the contract is denied by the Corporation, an action on such claim may be brought against the Corporation under the provisions of 7 U.S.C. 1508(c): *Provided*, That the same is brought within 1

year after the date notice of denial of the claim is mailed to and received by the insured.

15. *Other insurance.* If the insured in any crop year has any other insurance on any unit against rainfall damage or loss while the raisins are on the trays for drying, this contract shall be void as to such unit and the Corporation shall refund any paid premium thereon.

16. *Causes of loss not insured against.* The contract shall not cover any loss due to neglect or malfeasance of the insured, any member of his household, his tenants, or employees, or failure to follow recognized good raisin practices, including the care of damaged raisins, or to any cause other than the one specified in section 2. There shall be no liability hereunder for any damage resulting from failure properly to prepare the land to allow for the run-off of water.

17. *Payment of indemnity.* (a) Any indemnity will be paid within 30 days after a claim for loss is approved by the Corporation: *Provided*, That in no event shall the Corporation be liable for interest or damages in connection with any claim for indemnity.

(b) If the insured is an entity other than an individual and is dissolved or is an individual who dies or is judicially declared incompetent before insurance attaches in any crop year, the contract shall terminate as of the date of dissolution, death, or judicial declaration, but if such an event occurs after insurance attaches in any crop year the contract shall terminate at the end of such crop year and any indemnity payable shall be paid to the person(s) the Corporation determines to be beneficially entitled thereto.

(c) For the purposes of subsection (b) hereof, death of a partner in a partnership shall dissolve the partnership unless the partnership agreement provides otherwise. If two or more persons having a joint interest are insured jointly death of one of the parties shall dissolve the joint insured interest.

18. *Insured interest.* For the purpose of determining the amount of indemnity the interest insured shall be the interest of the insured at the time damage becomes apparent in the tonnage of raisins insured as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect.

19. *Abandonment of crop.* There shall be no abandonment of the insured crop or portion thereof to the Corporation.

20. *Misrepresentation and fraud.* The Corporation may void the contract without affecting the insured's liability for premiums or waiving any right or remedy including the right to collect any unpaid premiums if at any time, either before or after any loss, the insured has concealed or misrepresented any material fact or committed any fraud relating to the contract, and such voidance shall be effective as of the beginning of the crop year with respect to the crop on which any such act or omission occurred.

21. *Collateral assignment—Transfer of interest.* The right to an indemnity in any crop year may be assigned by the insured only as security upon prior approval of the Corporation. If the insured transfers his interest in the insured crop in any crop year he may, upon prior approval of the Corporation, transfer his right to an indemnity for such crop year with respect to the transferred interest in the insured crop. Any assignment or transfer shall be made on assignment or transfer forms prescribed by the Corporation and shall be subject to all the terms set forth thereon and to the terms hereof.

22. *Subrogation.* The insured (including his assignee or transferee) assigns to the Corporation all rights of recovery against any person for loss or damage to the extent that payment hereunder is made and shall execute all papers required and take appropriate action to secure such rights.

23. *Forms.* Copies of forms referred to in the contract are available at the office for the county.

24. *Meaning of terms.* For the purposes of insurance on raisins in California:

(a) "County actuarial table" means the forms and related material (including crop insurance maps where applicable) which are approved by the Corporation which are on file for public inspection in the office for the county and which show the amount of insurance, premium rate(s), and related information with respect to raisin crop insurance for each crop year in the county.

(b) "Office for the county" means the Corporation's office serving the county shown in this application and policy, or such office as may be designated by the Corporation from time to time, and may serve more than one county.

(c) "County" means the area shown on the actuarial table which may include units located in a local producing area bordering on the county.

(d) "Crop year" means the calendar year in which the raisins insured are placed on trays for drying.

(e) "Insurance unit" or "unit" as to each insured variety of raisins means all vineyard acreage in the county having insured raisins thereon that is acreage (a) in which the insured has 100 percent interest as owner or operator, or (b) which is owned by one person(s) and operated by the insured as a share tenant, or (c) which is owned by the insured and rented to a share tenant: *Provided, however*, The Corporation and the insured may agree in writing before insurance attaches in any crop year to divide the insured's insurable vineyard acreage of raisins in the county into two or more units, taking into consideration separate and distinct farm operations. Vineyard acreage having insured raisins thereon rented for cash or a fixed commodity payment shall be considered as being owned by the lessee.

(f) "Per ton" and "tonnage" means a ton (2,000 pounds) of raisins placed on trays. When deemed appropriate the Corporation may determine raisin tonnage computed on the basis of 1 ton of raisins insured for every 4 tons of fresh grapes when first placed on trays for drying.

[31 F.R. 5746, Apr. 14, 1966, as amended by Amdt. 2, 35 F.R. 9997, June 18, 1970]

NOTE: The reporting requirements contained herein have been approved by the Office of Management and Budget in accordance with the Federal Reports Act of 1942.

PART 403—PEACH CROP INSURANCE
Subpart—Regulations for the 1976 and
and Succeeding Crop Years

- Sec.
- 403.40 Availability of Peach Crop Insurance.
- 403.41 Premium rates and amounts of insurance.
- 403.42 Application for insurance.
- 403.43 Public notice of indemnities paid.
- 403.44 Creditors.
- 403.45 The application and the policy.

AUTHORITY: Secs. 506, 516, 52 Stat. 73, as amended, 77, as amended, 7 U.S.C. 1506, 1516.

SOURCE: 40 FR 44823, Sept. 30, 1975, unless otherwise noted.

§ 403.40 Availability of peach crop insurance.

Peach crop insurance shall be offered for the 1976 and succeeding crop years under the provisions of § 403.40 through § 403.45 in counties within limits prescribed by and in accordance with the provisions of the Federal Crop Insurance Act as amended. The counties shall be designated by the Manager of the Corporation from a list of counties approved by the Board of Directors of the Corporation for peach crop insurance. The counties designated by the Manager shall be published by appendix to this section.

APPENDIX; COUNTIES DESIGNATED FOR PEACH CROP INSURANCE; 1976 CROP

Pursuant to authority contained in § 403.40 of the above-identified regulations, as amended, the following counties have been designated for peach crop insurance for the 1976 crop year.

	ALABAMA	
Chilton		
	ARKANSAS	
Cross	Lee	
Johnson	St. Francis	

GEORGIA

Houston	Upson
Peach	

SOUTH CAROLINA

Aiken	Greenville
Allendale	Lexington
Barnwell	Spartanburg
Chesterfield	York
Edgefield	

[40 FR 52592, Nov. 11, 1975]

§ 403.41 Premium rates and amounts of insurance.

The Manager shall establish premium rates and the amounts of insurance per acre which shall be shown on the county actuarial table on file in the office for the county. Such premium rates and amounts of insurance may be changed from year to year.

§ 403.42 Application for insurance.

Application for insurance may be submitted as provided in § 403.45 at the office for the county of the Corporation. The Corporation reserves the right to discontinue the taking of applications in any county upon its determination that the insurance risk involved is excessive prior to the closing date for the filing of applications. Such closing date shall be January 10 of the first crop year for which insurance is to be in effect.

§ 403.43 Public notice of indemnities paid.

The Corporation shall provide for posting annually in each county at the county courthouse a listing of the indemnities paid in the county.

§ 403.44 Creditors.

An interest of a person other than the insured in an insured crop existing by virtue of a lien, mortgage, garnishment, levy, execution, bankruptcy, or any involuntary transfer shall not entitle the holder of the interest to any benefit under the contract other than as provided in the application and policy set forth in § 403.45.

§ 403.45 The application and the policy.

The provisions of the Application and Policy for Peach Crop Insurance for the 1976 and Succeeding Crop Years are as follows:

APPLICATION AND POLICY
 Form FCI-812-Peach
 76-8