

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Federal Crop Insurance Corporation**  
**BLUEBERRY PILOT CROP PROVISIONS**  
**For the 1997 and succeeding crop years**



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.

### 1. Definitions

- (a) **Blueberry production** - All mature harvested and appraised blueberries, excluding plant material and unsound blueberries eliminated during the inspection process, either by wash or dry-line (or field appraised in an equivalent manner), usually referred to as first net weight.
- (b) **Days** - Calendar days.
- (c) **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.
- (d) **Good farming practices** - The cultural practices generally in use in the county for the crop to make normal progress toward maturity and produce at least the yield used to determine the production guarantee, and generally recognized by the Cooperative State Research, Education, and Extension Service as compatible with agronomic and weather conditions in the county.
- (e) **Harvest** - Picking mature blueberries from the bushes either by hand or machine.
- (f) **Irrigated practice** - A method of producing a crop by which water is artificially applied during the growing season by appropriate systems and at the proper times, with the intention of providing the quantity of water needed to produce at least the yield used to establish the irrigated production guarantee on the irrigated acreage planted to the insured crop.
- (g) **Mechanical damage** - Damage to the bushes caused by machinery or tools.
- (h) **Pound** - Sixteen ounces avoirdupois.
- (i) **Production guarantee (per acre)** - The number of pounds determined by multiplying the approved yield per acre by the coverage level percentage you elect.
- (j) **Prune** - To cut off or cut back parts of the bush for more fruitful growth.
- (k) **Written agreement** - A written document that alters designated terms of a policy in accordance with section 11.

### 2. Unit Division

Blueberry acreage is limited to basic units as defined in section 1 (Definitions) of the Basic Provisions, 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 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions:

- (a) You may select only one price election for each blueberry type designated in the Special Provisions. The price elections you choose for each type must 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 election for one type, you must also choose 100 percent of the maximum price election for all other types.
- (b) You must report, by the production reporting date designated in section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions by type if applicable:
  - (1) For all types of blueberries: any damage; removal of bushes; 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; and
  - (2) For highbush and rabbiteye blueberry types:
    - (i) The number of bearing bushes on insurable and uninsurable acreage; and
    - (ii) The age of the bushes and the planting pattern.

We will reduce the yield used to establish your production guarantee as necessary, based on our estimate of the effect of the following: removal of bushes; damage; change 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 we become aware of the circumstance.

### 4. Contract Changes

In accordance with section 4 (Contract Changes) 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 (Life of Policy, Cancellation, and Termination) of the Basic Provisions, the cancellation and termination dates are November 20.

### 6. Insured Crop

- (a) In accordance with section 8 (Insured Crop) of the Basic Provisions, the crop insured will be all the blueberries in the county for which a premium rate is provided by the actuarial table:
  - (1) In which you have a share;
  - (2) That are grown on bush varieties that:
    - (i) Were commercially available when the bushes were set out; and
    - (ii) Are varieties adapted to the area of the following types:

- (A) Highbush blueberries;
- (B) Lowbush blueberries; or
- (C) Rabbiteye blueberries;
- (3) Are produced on bushes that have reached the minimum insurable age or have produced the minimum yield per acre designated in the Special Provisions; and
- (4) If inspected, are considered acceptable by us.
- (b) Lowbush blueberry acreage must be pruned every other year to be insurable.
- (c) Insurance will not be provided by written agreement for any county where the blueberry actuarial table has not been filed.

**7. Insurance Period**

- (a) In accordance with the provisions of section 11 (Insurance Period) of the Basic Provisions:
  - (1) Coverage begins on November 21 of the calendar year prior to the year the insured crop normally blooms, except that for the year of application, if your application is received by us after November 11, insurance will attach on the tenth 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. You must provide any information that we require for the crop or to determine the condition of the orchard .
  - (2) The calendar date for the end of the insurance period for each crop year is:
    - (i) September 15 for Maine, Mississippi, New Jersey, and North Carolina; and
    - (ii) September 30 for Michigan.
- (b) In addition to the provisions of section 11 (Insurance Period) 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 share on any insurable acreage of blueberries on or before the acreage reporting date for the crop year, insurance will not be considered to have attached to, and no premium or indemnity will be due 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.

**8. Causes of Loss**

- (a) In accordance with the provisions of section 12 (Causes of Loss) 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) Fire unless weeds and other forms of undergrowth have not been controlled or pruning debris has not been removed from the unit;

- (3) Earthquake;
- (4) Volcanic eruption;
- (5) An insufficient number of chilling hours to effectively break dormancy; or
- (6) Failure of irrigation water supply, if caused by an insured peril 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) Disease or insect infestation, unless adverse weather:
    - (i) Prevents the proper application of control measures or causes properly applied control measures to be ineffective; or
    - (ii) Causes disease or insect infestation for which no effective control mechanism is available.
  - (2) Failure to install and maintain a proper drainage system;
  - (3) Failure to harvest in a timely manner;
  - (4) Inability to market the blueberries 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;
  - (5) Mechanical damage; or
  - (6) Wildlife, unless control measures have been taken, but were ineffective.

**9. Duties In The Event of Damage or Loss**

- In addition to the requirements of section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions, the following will apply:
- (a) You must notify us within three days of the date harvest should have started if the crop will not be harvested.
  - (b) You must notify us at least 15 days before any production from any unit will be sold by direct marketing. We will conduct an appraisal that will be used to determine your production to count sold by direct marketing. If damage occurs after this appraisal, 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 that production will be sold by direct marketing will result in an appraised amount of production to count that is not less than the production guarantee per acre if such failure results in our inability to make the required appraisal.
  - (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, so that we may inspect the damaged production. You must not sell or dispose of 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.

**10. Settlement of Claim**

- (a) We will determine your loss on a unit basis. In the

- event you are unable to provide 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) In the event of loss or damage covered by this policy, we will settle your claim by:
- (1) Multiplying the insured acreage of each type in the unit by the respective production guarantee for that type;
  - (2) Multiplying each result in paragraph (1) by the respective price election;
  - (3) Totaling all the results of paragraph (2);
  - (4) Multiplying the total production to be counted of each type if applicable, (see section 10(c)) by the respective price election;
  - (5) Totaling all the results of paragraph (4);
  - (6) Subtracting the total from paragraph (5) from the total in paragraph (3) of this section; and
  - (7) Multiplying the result of paragraph (6) by your share.
- (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 sold by direct marketing if you fail to meet the requirements contained in section 9;
      - (C) That is damaged solely by uninsured causes; or
      - (D) For which you fail to provide production records;
    - (ii) Production lost due to uninsured causes;
    - (iii) 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 harvested 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 production from the insurable acreage.

## 11. Written Agreements

Designated terms of this policy may be altered by written agreement in accordance with the following:

- (a) You must apply in writing for each written agreement no later than the sales closing date, except as provided in section 11(e);
- (b) The application for a written agreement must contain all variable terms of the contract between you and us that will be in effect if the written agreement is not approved;
- (c) If approved, the written agreement will include all variable terms of the contract, including, but not limited

to, crop type or variety, the guarantee, premium rate and price election;

- (d) Each written agreement will only be valid for one year. (If the written agreement is not specifically renewed the following year, insurance coverage for subsequent crop years will be in accordance with the printed policy); and
- (e) An application for a written agreement submitted after the sales closing date may be approved if, after a physical inspection of the acreage, it is determined that no loss has occurred and the crop is insurable in accordance with the policy and written agreement provisions.