

## APPLE TREE CROP INSURANCE

**TRAINING MODULE** 

2021 CROP YEAR 2/25/2020





- Apple Tree Program Insures the Tree
- Tree Based Dollar Amount of Insurance (Plan 40)
- Apple Tree Code = **0184**

NOTE: Separate from the Apple APH Crop Insurance Program

- Coverage levels from 50% to 75%
- Price Election by Type
- Coverage Level by Type

## **Program Availability**



Idaho, Michigan, New York, Oregon, Pennsylvania, Washington



## **Apple Tree Program Dates**



#### NOTE: 2020 RY; 2021 CY

- Sales Closing Date: April 15
- Insurance Period: July 1 June 30
- Cancellation and Termination: April 15
- Premium Billing: March 1
- Acreage Reporting Date: Jul 15



## **Optional Coverages**



#### Module 2: Fire Blight Coverage

Offered as mandatory/optional endorsement based on location

#### Module 3: Occurrence Loss Option (OLO)

Loss threshold equal to 5% of the unit's value (10% with Fire Blight Endorsement)

Module 4: Comprehensive Tree Value Endorsement (CTVE)

Available for Stage 2 & 3 trees with typical production

## Program Summary - Actuarials



|          | Types / Practices | T/P 01                            |
|----------|-------------------|-----------------------------------|
| Туре     |                   | Varietal Group B 115              |
| Practice |                   | High Density Stage 1<br>(Irr) 268 |

T/P Code (72 total combinations) is based on: Variety, Stage, Density, Organic Practice

| Irrigation Practice      | Irrigated                   | Irrigated 002                        |
|--------------------------|-----------------------------|--------------------------------------|
| <b>Cropping Practice</b> | SD or HD                    | High Density 066                     |
| Organic Practice         | N/A, Org(Cert), Org (Trans) | No Organic Practice<br>Specified 997 |
| Interval                 | Stage 1, 2, 3               | Stage 1 011                          |

### Varietal Groups



- Varietal Groups Specified on SP
- May vary by state

| Group A             | Group B                 | Group C   | Group D      |
|---------------------|-------------------------|-----------|--------------|
| Honeycrisp          | Ambrosia                | All Other | Autumn Glory |
| Pazazz              | Aurora Golden Gala      |           | Cosmic Crisp |
| SweeTango/Minneiska | Envy                    |           | Kanzi        |
|                     | Fuji                    |           | Opal         |
|                     | Gala                    |           | Pacific Rose |
|                     | Golden Supreme          |           | Smitten      |
|                     | Jazz                    |           | EverCrisp    |
|                     | Pinata                  |           |              |
|                     | Cripps Pink (Pink Lady) |           |              |





# <u>Standard Density/High Density</u> – Orchards containing the number of trees per acre specified in the Special Provisions as follow:

| Practice         | Trees Per Acre            |
|------------------|---------------------------|
| Standard Density | Less than or equal to 650 |
| High Density     | Greater than 650          |

Intervals (Staging)



Stage - Each full 12-month period based on the age of the tree and tree density.

| Stage | Age of Tree      |              |  |
|-------|------------------|--------------|--|
| Stage | Standard Density | High Density |  |
| I     | 1-2 Years        | 1 Year       |  |
| П     | 3-6 Years        | 2-3 Years    |  |
| ш     | 7+ Years         | 4+ Years     |  |





- Age/Leaf year is required to determine the stage of the trees and for insurability requirements in accordance with the CP.
- The 12-month period is the complete 12-month periods that have passed since the crop was set out/grafted (see the CISH, Exhibit 7)
- To determine Age/LeafYear use the following formula where:

X = Policy Crop Year Y = Set Out/Graft Year Formula: (X - Y) - 1 = Age/Leaf Years e.g. 2021 - 2017 - 1 = 3 years = Stage II

## Module 1



#### • CROP PROVISIONS

- Definitions
- Unit Division
- Guarantee, Coverage Levels
- Cancellation and Termination
- Report of Acreage
- Insured Crop
- Insurance Period
- Causes of Loss
- Duties in the Event of Damage of Loss
- Settlement of Claim

## **Program-Specific Forms**



| Form Name                                       | Location  | Document           |
|---|-----------|--------------------|
| Producer Pre-Acceptance Worksheet (Apple Trees) | Exhibit 3 | Apple Tree<br>CISH |
| Grove Identification Map                        | Exhibit 4 | Apple Tree<br>CISH |
| Pre-Acceptance Inspection Report (Apple Trees)  | Exhibit 5 | Apple Tree<br>CISH |
| Trellis Inspection Report                       | Exhibit 6 | Apple Tree<br>CISH |
| Summary of Revenue History *(CTVE optional)     | Exhibit 9 | Apple Tree<br>CISH |
| Apple Tree Appraisal Worksheet                  | Exhibit 3 | Apple Tree<br>LASH |
| Apple Tree Production Worksheet                 | Exhibit 4 | Apple Tree<br>LASH |
| Apple Tree Certification Form                   | Exhibit 5 | Apple Tree<br>LASH |

\*\*Application and Acreage Report also required



#### Due April 15:

- o Application; and
- For Initial Year of Application (2020):
  - Pre-Acceptance Worksheet (PAW)
    - Exhibit 3 CISH
  - Grove Identification Map
    - Exhibit 4 CISH

## Producer Pre-Acceptance Worksheet (PAW)



- Applicants for insurance certify on the PAW:
  - The separate blocks in the unit,
  - The stage-blocks within each block, and
  - The numbers, stages and types (varietal group) of trees to be insured; and
  - Any other required information.

## Grove ID Map



- In addition to the PAW, the applicant provides a Grove Identification Map showing:
  - Block locations,
  - Stage-blocks, and
  - Other tree information (types, varietal groups).



- Policyholders are not required to submit a completed PAW or maps in subsequent years <u>unless changes</u>
  <u>occur</u> (the numbers of trees and/or stage-block designations or errors are found).
- o Otherwise, producers certify in the remarks "No Change".

## **Additional Forms**



#### • Pre-Acceptance Inspection Report (PAIR):

- For all new applicants (the PAIR will be completed by June 30 prior to insurance attaching on July 1) and when the Fire Blight Endorsement is in effect (optional election or mandatory);
- 2) For new added units (trees not previously in the operation);
- 3) When any acreage of trees is added under an existing policy (new tree acreage not previously in the operation meeting insurability);
- 4) The year following any substantial damage;
- 5) For damage or probable loss, when an indemnity will be claimed on any unit;
- 6) Every fifth year for trellis orchards; or
- 7) When triggered by the PAW (e.g. tree damage, change in the number of trees, stage changes, etc.).
- Trellis Inspection Report

## Acceptable Records



- Producers are not required to submit records unless:
  - Required during a PAIR inspection or claim inspection, or
  - Due to discovery of a discrepancy between PAW information and the actual information.
- May Include:
  - Planting records (grove management records)
  - Insurance provider recorded evidence,
    - i.e., PAIR, acreage reports, claims

## **Additional Forms**



#### If there is a Notice of Loss:

- Apple Tree Appraisal Worksheet
- Apple Tree Production Worksheet

In a scenario where trees are to be removed or reset, insured will complete and mail within five days of the removal/reset:

• Apple Tree Certification Form



- Assist the insured with the completion of:
  - Annual acreage report; and
  - Advise insureds of their responsibility to comply with all of the reporting requirements of the policy.
- Assist the insured to ensure that the stage-blocks reported by the insured are established in accordance with the definition of stage found in the CP and the stage table in the CISH.
- Assist the insured in correctly reporting the number of trees by block within the unit by utilizing plat maps, Grove Identification Maps, past acreage reports, and/or other relevant sources.



<u>Adjustment factor</u> – A factor contained on the actuarial documents used to determine the percent of damage and damage value of fully damaged trees for purposes of determining an indemnity.

<u>Age (of tree)</u> – The number of complete 12-month periods that have elapsed since the month the trees were set out or were grafted, whichever is later. Age determination will be made for each unit, or portion thereof, as of July 1 of each crop year.



<u>Amount of insured damage</u> – The dollar amount determined by multiplying the damage value times the coverage level. Used in determining the OLO indemnity.

<u>Amount of Protection (unit)</u> - The dollar amount for the unit calculated by multiplying the number of insurable trees reported by you in each stage-block in the unit times the applicable tree reference price for each stage-block, totaling these values, and then multiplying this result times the coverage level selected by you subject to any limit contained in the Special Provisions.



Block – A stand of trees of the same type on acreage in a unit that shares a common boundary with no discernible change in the planting pattern

<u>Bud union</u> – The location on the tree trunk where a bud from one tree variety is grafted onto the rootstock of another variety

<u>Crop year</u> - The period beginning July 1 and extending through June 30 of the following year, and is designated by the calendar year in which the period ends.



Damage value - The dollar amount determined by multiplying the actual number of insurable trees in each stage-block damaged by the most recent cause of loss by the insured's tree reference price for each stage-block, multiplying this result for each stage-block by the percent of damage applicable to each stage-block, and totaling these values.

Damaged (damage) – A tree that requires removal or reset due to injury to the main trunk, central leader, or roots (including leaning and toppling) due to an insured cause of loss that occurs during the insurance period.



- (a) <u>Destroyed tree</u> For stage I III trees damaged due to insured causes, any insurable tree that:
  - (1) Is dead (including trees with trunks broken at or near the bud union);
  - (2) For a standard density orchard:
    - (i) Is a stage I II tree that is toppled or leaning and you and we agree that reset is not practical; or
    - (ii) Is a stage III tree that is toppled or leaning;
  - (3) For a high-density orchard is a stage I III tree that is toppled or leaning and you and we agree that reset is not practical;
  - (4) Is missing; or



- (5) If the Fire Blight Endorsement is in effect:
  - (i) Is 1 to 6 years of age with fire blight cankers on the trunk or central leader; or
  - (ii) Is seven (7) or more years of age with fire blight cankers on the trunk or central leader at a height above the bud union equal to 25 percent of the height of the tree (e.g. location height equals 4.5 feet for a 16-foot tree with a bud union height of 6 inches).
- (b) Destroyed trees are considered 100 percent damaged.

## FBE Destroyed 7+ Age Trees







#### Fully damaged tree -

- (a) An insurable tree requiring reset;
- (b) A fully damaged tree will be considered 100 percent damaged but is not destroyed.

Leaning (lean) – A tree that is leaning more than 15 degrees from the upright position





Occurrence Loss Option - An option that may be elected by you that eliminates the unit deductible in accordance with section 15 of the Crop Provisions.

Practice – A practice as identified in the Special Provisions. <u>Remove (removal, removed, removing)</u> – Conducting the necessary operations to prepare the planting site for a replacement tree including removing the damaged tree. <u>Replacement tree</u> – A tree set out in an existing orchard in the same location of a damaged tree that cannot be reset or is otherwise destroyed.



<u>Reset</u> – Restoration of a toppled or leaning tree by:

- (a) Returning the tree to approximately the same position the tree occupied before it was caused to topple or lean; or
- (b) Stabilizing a leaning tree by:
  - (i) Installing a stake (a wooden or metal post of a standard size); and
  - (ii) Carrying out the cultural practices necessary to reestablish or maintain the tree.

For loss adjustment purposes only, reset is applicable only for stage I and II trees in standard density orchards and all stages in high density orchards.

Set out - Transplanting a tree into the orchard.



Share - In addition to the definition in section 1 of the Basic Provisions, an insured tenant or operator must have a lease with the owner of the apple orchard that requires him or her to maintain the apple orchard using accepted orchard management practices. The lease agreement must clearly state the tenant or operator is entitled to his or her insured share of any indemnities under the Apple Tree Crop Provisions. A copy of the lease must be on file with us at the time insurance attaches. However, only for the purpose of determining the amount of indemnity, your share will not exceed your share at the time of loss.



Stage-block - A block in which at least 75 percent of the trees are the same stage.

- For blocks in which less than 75% of the trees are the same stage, the producer must separate the blocks into stage-blocks and report the number of trees in each stage-block.
- For blocks in which at least 75% of the trees are the same stage, the producer may report the blocks as one stage-block.\*

\*NOTE: The producer does not HAVE to report this way, but MAY, if they choose, for simplification and ease of administrative burden.

## 75/25 Rule (No Option)



**Example 3:** An insured has one unit of standard density trees containing 300 stage III trees, 100 stage II trees, and 100 stage I trees.

The block must be reported as follows:

| Block No. | Stage-Block | Stage | No. of Trees |
|-----------|-------------|-------|--------------|
| 1         | 1-III       | III   | 300          |
| 1         | 1-II        | II    | 100          |
| 1         | 1-I         | Ι     | 100          |

Not Optional: Insured Must Report as Shown

Since 300/500 < 75%

## 75/25 Rule (Options)



**Example 1:** An insured has one unit of standard density trees containing 400 stage III trees, 50 stage II trees, and 50 stage I trees.

The block may be reported as follows:

| Option 1: | 0 | pti | ion | 1 | 1 |
|-----------|---|-----|-----|---|---|
|-----------|---|-----|-----|---|---|

Option

| Block No. | Stage-Block | Stage | No. of Trees |
|-----------|-------------|-------|--------------|
| 1         | 1-III       | III   | 500          |

Since at least 75% of the trees are Stage-III, the entire block can be considered a Stage-III block.

The insured may report the blocks as follows:

|    | Block No. | Stage-Block | Stage | No. of Trees |
|----|-----------|-------------|-------|--------------|
| 2: | 1         | 1-III       | III   | 450          |
|    | 2         | 2-I         | Ι     | 50           |



<u>Stand of damaged trees</u> - The area or areas within a unit where damage due to the same insurable cause of loss occurs, as established by us for the crop year, and used to determine the damage value for the unit. If distinct areas of damaged trees within the unit cannot be established, the stand of damaged trees will be the entire





Toppled – A tree that is leaning more than 60 degrees from the upright position or is leaning and has an exposed root system.




<u>Tree reference price</u> – The price per tree, by stage, type, and practice, listed on the actuarial documents that is used in calculating the unit value, the amount of protection, and the damage value.

#### **Tree Reference Prices**



#### Average Tree Reference Price by Type





<u>Type</u> – A varietal group of apple trees as designated in the Special Provisions.

<u>Undamaged</u> – A tree that does not require removal or reset.

<u>Underreport Factor</u> (URF) - A factor determined by us and used to adjust your indemnity when you have underreported the number of insurable trees in a unit. The factor is the result of dividing the amount of protection by the unit value, rounded to three decimal places, not to exceed 1.000.



<u>Unit Deductible</u> - The dollar amount determined by multiplying the actual number of insurable trees in each stage-block in the unit on the day before the loss (but not reduced for any insured damage that occurred during the crop year) times the applicable tree reference price for the stage, totaling these values, and multiplying this result times one (1.0) minus the coverage level.



Unit Value - Unless otherwise specified on the actuarial documents, the amount determined by multiplying the actual number of insurable trees in each stage-block in the unit, as determined by us, on the day before the loss (but not reduced for any insured damage that occurred during the crop year) times the applicable tree reference price for the stage, totaling these values, and then multiplying this result times the coverage level selected by you.



#### Units By:

- (a) Basic unit in accordance with the Basic Provisions;
- (b) Optional units may be established only if each optional unit is:

(1) Located on non-contiguous land;

(2) A separate orchard located on contiguous acreage that is separated from any other orchard on such acreage and that meets the minimum distance and acreage requirements specified in the Special Provisions; and

(3) Established in accordance with section 34(c)(3) of the Basic Provisions.

NOTE: The minimum distance and acreage required to qualify a separate orchard as an optional unit are one (1) mile and ten (10) acres.

(c) Enterprise units – See Section 2(c) of the Crop Provisions.

### Section 3. Insurance Guarantees, Coverage Levels,...



You may select <u>a different coverage level for each insured</u> <u>type</u> in the county insured under this policy.

• For example, the insured may elect 75% coverage level on one type and 65% on the other type.

However, if the insured elects the Catastrophic Risk Protection (CAT) level of insurance, the CAT level of coverage will be applicable to all insured apple tree acreage in the county.

# Section 3. Insurance Guarantees, Coverage Levels,...



If the actuarial documents designate separate prices by type, you may select <u>a different price for each type so</u> <u>designated in the Special Provisions, even if the prices for</u> <u>each type are the same.</u> 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, the insured may elect 100% of the maximum price election for one type and 75% of the maximum price election for another type.

# Section 3. Insurance Guarantees, Coverage Levels,...



After the initial crop year of insurance, your coverage level election, price percentage and optional coverage may only be changed on or before the sales closing date prior to the beginning of the crop year. The insured may elect:

• By the sales closing date:

(i) A higher coverage level;(ii) A higher price percentage;(iii) To add optional coverage; or

• By the acreage reporting date:

(i) To increase the insured share; or

(ii) To report additional insurable trees such that the amount of protection will increase by more than 10 percent.

# Section 3. Insurance Guarantees, Coverage Levels,...



If insured damage occurs after the sales closing date but before the date insurance attaches for the crop year, any election or change you have made under section 3(d)(1) or (2) of the Crop Provisions will not be effective for the crop year for which the election or change was made.

#### Sections 4 and 5. Important Dates



- The contract change date is January 31 preceding the cancellation date.
- The cancellation and termination dates are April 15 before the beginning of the crop year.



- The insured must submit by the acreage reporting date:
  - Acreage report;
    - Report by stage-block for each type and practice the:
      - Tree stage; and
      - Number of trees (insurable and non-insurable).
  - PAW and grove identification map; and
  - Revised worksheet and map if any trees are added in a succeeding crop year.



#### All insurable apple trees:

- (1) Grown in the insurable county listed on your application;
- (2) That are adapted to the production area;
- (3) In which the insured has a share;
- (4) That are at least one year of age on July 1 of the current crop year;
- (5) That will produce a yield typical for a tree of the same age as the subject trees;
- (6) That are grown for the production of a commodity (i.e. apples) to be sold for human consumption; and
- (7) For which you are insured under the Fire Blight Endorsement as specified in the SP.



In addition to the exclusions listed in section 8 of the BP, the insured crop will not include any trees that:

- 1) Are non-grafted seedlings (grown from seed);
- 2) Are unsound, diseased, or unhealthy;
- 3) Are toppled or leaning and that have not been reset;
- 4) Were damaged before the beginning of the insurance period. If trees suffered such damage the previous crop year, then insurance will not attach until the previous year's damage is determined, the insured submits a revised acreage report, and the trees are accepted by the AIP; or
- 5) Are inspected by the AIP and considered unacceptable.



- Sales Closing Date: April 15
- Coverage begins **July 1** unless the AIP notifies the insured that all or part of the trees are not insurable.
- Coverage ends on any trees within a unit as specified in the Basic Provisions at:
  - Total destruction of the insured crop;
  - Final adjustment of a loss on a unit;
  - Abandonment of the insured crop; or
  - The June 30 calendar date for the end of the insurance.

NOTE: Coverage remains in effect on trees that have not been affected by an event.

### Section 11. Causes of Loss



- 1. Freeze
- 2. Wind (leaning or toppled tree damage)
- 3. Hail
- 4. Volcanic Eruption (volcanic ash)



- 5. Fire (unless weeds & other forms of undergrowth have not been controlled or pruning debris has not been removed from the orchard)
- 6. Insects, diseases, and other pathogens, if allowed in the Special Provisions or by a separate endorsement (excludes damage due to insufficient or improper application of applicable control measures)
- 7. Failure of the irrigation water supply (if caused by unavoidable, naturally occurring event that occurs during the insurance period)

#### Section 11. Exclusions



Exclusions in addition to causes of loss excluded in section 12 of the BP:

- (1) Wind damage due to the failure of inadequately constructed or poorly maintained trellis system; or
- (2) Damage other than actual damage to the tree due to the causes specified above is not insured except as provided in section 13(e) of the CP.

# Section 12. Duties in the Event of Damage or Loss



If intending to claim an indemnity, the insured must not <u>reset</u> or <u>remove</u> any damaged trees until the unit is inspected and consent is given by the AIP.

The insured must submit a claim within:

- 1) 60 days of the latest date for the end of the insurance period for all acreage in the unit, or
- 2) Within twelve (12) months after the calendar date for the end of the insurance period in the crop year of damage if, within the 60-day period, the:
  - (a) Percent of damage cannot be determined, or
  - (b) Period of time to remove or reset damaged trees exceeds the 60-day period.



- Step 1. Calculate the Unit Value & Underreport Factor
- Step 2. Calculate the Unit Deductible
- Step 3. Calculate the Damage Value (all crop year losses including the current loss)
- Step 4. Damage Value minus the Unit Deductible

\*\*If Step 4 is <= 0, NO INDEMNITY. If Step 4 > 0, continue.

- Step 5. The result of Step 4 times the Underreport Factor and Share
- Step 6. From the result of Step 5, subtract the total of any previous indemnities to determine the indemnity due for the most recent loss.



(b) The percent of damage for each stage-block within the stand of damaged trees will be determined separately for 100 percent damaged trees (destroyed or fully damaged).

- (c) Trees that are 100 percent damaged will be determined as follows:
  - (1) Any destroyed tree will be considered 100 percent damaged; and
  - (2) Any fully damaged tree (a tree that requires resetting) will be considered 100 percent damaged.

## **Damage Classifications**



| Tree Damage Description  | Tree Classification         |
|--|-----------------------------|
| A tree that does not require reset or removal.   | Not Damaged                 |
| A tree is toppled or leaning and can be reset.<br>SD – Stages I – II only;<br>HD – All Stages  | Fully Damaged (100 Percent) |
| <ul> <li>A tree that:</li> <li>(1) Is dead (including trees with trunks broken at or near the bud union;</li> <li>(2) SD Orchards:</li> <li>Stage I or II tree that is toppled or leaning and reset is not practical.</li> <li>Stage III tree that is toppled or leaning.</li> <li>(3) HD Orchards:</li> <li>Stage I – III tree that is toppled or leaning and reset is not practical.</li> <li>(4) (FBE) A tree that is:</li> <li>1-6 years of age with fire blight cankers on the trunk or central leader; or</li> <li>Seven (7) or more years of age with fire blight cankers on the trunk or central leader; or</li> <li>Seven (7) or more years of age with fire blight cankers on the trunk or central leader at a height above the bud union equal to 25 percent of the height of the tree [(e.g., location height equals 4.5 feet for a 16-foot tree with a bud union height of 0.5 feet (6 inches)]; or</li> <li>(5) Is missing.</li> </ul> | Destroyed (100<br>Percent)  |



- (d) Determining the percent of damage for 100 percent damaged trees by:
  - (1) Separately dividing the number of destroyed and fully damaged trees by the number of trees in the appraisal sample for each stage block within a stand(s) of damaged trees.
  - (2) Multiplying each applicable result by:
    (i) 1.0 for destroyed trees; and
    (ii) The applicable adjustment factor for fully damaged trees
    - (reset trees) contained in the Special Provisions.

#### Section 13. Settlement of Claim



| ID                    | MI   | NY   | OR   | PA   | WA   |
|-----------------------|------|------|------|------|------|
| 0.41                  | 0.52 | 0.35 | 0.42 | 0.33 | 0.42 |
| nent Factor - Fully [ |      |      |      |      |      |
| nent Factor - Fully [ |      |      |      |      | WA   |



(e) If the total percent of damage for destroyed trees within a stand of damaged trees for a stage-block is greater than 80% due to an insured cause of loss, the percent of damage for the stage block within a stand of damaged trees for the stage-block will be considered to be 100% unless the percent of damage for destroyed trees is reduced in accordance with section 13(i).



(f) The applicable percent damage for the crop year will not exceed 100 percent for any stage-block or portion of a stage-block within a stand of damaged trees.

(g) Any damage due to uninsured causes will not be included in the percent of damage for the unit.



(h) Percent of damage is determined not later than:

- (1) The AIP's determination of the total destruction of insured trees on the unit; or
- (2) June 30 of the crop year unless the percent of damage cannot be determined; in such cases, it will be determined not later than twelve (12) months after the calendar date for the end of the insurance period for the crop year in which the insured damage occurred.
- (3) The 12-month period in section 13(h)(2) may be extended if authorized by FCIC.



- (i) (1) Destroyed trees must be removed (upon AIP's authorization to do so) to count as a destroyed tree.
- (i) (2) If you do not remove such damaged trees in the stand of damaged trees or any portion of the damaged trees, the percent of damage will be based on the actual number of trees removed.
- (i) (3) If the percent of damage:
  - (i) Is based on the number of trees considered fully damaged, such trees must be reset.
  - (ii) If you do not reset the damaged trees or any portion of the damaged trees in the stand of damaged trees, the percent of damage will be based on the actual number of trees reset.





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

Module 2



#### **o** Fire Blight Endorsement

- Applicability
- Definitions
- Eligible Trees
- Terms and Conditions
- Report of Acreage
- Causes of Loss
- Duties in the Event of Loss







- Fire Blight A bacterial disease that can infect the blossoms, new green shoots, branches, and other parts of apple trees and other members of the *Rosaceae* family.
- The name "fire blight" is derived from the impact that infestation with the bacteria has on a tree: leaves appear as if they have been burnt
- Fire blight can cause the death of an apple tree
- Effective control tools & strategies are available & in use for fire blight

### Fire Blight Coverage



- Optional in Idaho, Oregon, & Washington
- Mandatory in Michigan, New York, & Pennsylvania
- May not elect if apple trees are insured under CAT or if ALL trees are organic
- Occurrence Loss Option (OLO) trigger at 10% due to differentiated risk



Applicability



- You must have the Basic Provisions and AT Crop
   Provisions in force to elect this Endorsement.
- Endorsement must be elected in writing on or before SCD.
- Endorsement will apply to all eligible acreage of all types of apple trees insurable under the AT Crop Provisions where the actuarial documents provide fire blight coverage.

Applicability



- You may **not** elect this endorsement:
  - With CAT coverage;
  - If <u>all your trees</u> are grown under organic production practices.
- The Endorsement will continue in effect until cancelled by either you or the AIP by the cancellation date. If at any time your Apple Tree insurance policy is cancelled or terminated, this Endorsement is automatically cancelled or terminated as of the same date.



Damage – In addition to the definition of damage in the Crop Provisions, damage due to an insured cause of loss will include a tree that is destroyed due to fire blight.
Destroyed – See the definition in section 1 of the Crop Provisions.

#### Fire Blight Cankers





### **Eligible Trees**



#### (a) All insurable trees that:

- (1) Are located in a county where the actuarial documents provide fire blight coverage;
- (2) Have been set out or grafted at least 12 months prior to July 1 of the current crop year; and
- (3) Are not grown under an organic practice.
- (b) If the PAIR inspection determines that any trees in a unit are infected with fire blight before insurance initially attaches, then no trees in the unit will be insured under this Endorsement unless:
## **Eligible Trees**



- (1) You obtain lab tests that indicate no trees are infected;
- (2) You destroy all infected trees and a subsequent inspection finds no evidence of fire blight;
- (3) You prune all infected portions of infected trees and remove all pruning debris from the orchard, our inspection determines that your pruning has effectively removed all evidence of infection, and you implement a comprehensive preventative treatment program approved by us. Any tree which cannot be pruned to remove the infected portions from the tree or is considered destroyed must be removed from the orchard;
- (c) Fire blight will not be an insured cause of loss for the unit if the laboratory results or our inspection under (b)(1) (3) indicates any trees are infected with fire blight.

## PAIR – Fire Blight



- $\circ$  Per the CP (see section 8(b)(2), (4), and (5):
  - If the Fire Blight Endorsement is in effect (i.e. optional or mandatory), any trees in a unit determined to be uninsurable due to any pre-existing damage including fire blight infection based on the PAIR or prior to insurance attaching for subsequent crop years based on a PAIR or PAW, as applicable, will be uninsurable for fire blight and **all other insured causes** and would be reported as uninsurable on the acreage report.
  - Fire Blight will not be an insured cause for insurable trees in the unit (i.e. trees with no pre-existing damage).



- (a) Except when in conflict with this Endorsement, all provisions of the Basic Provisions and Apple Tree Crop Provisions apply.
- (b) Coverage under this Endorsement applies only to destroyed trees due to fire blight as defined in section 1 of the Crop Provisions.
- (c) See the Special Provisions for any additional requirements and limitations regarding fire blight coverage.
- (d) The coverage level and price percentage elected by you under section 3 of the Crop Provisions will apply to this Endorsement.



The insured is not required to file a separate acreage report if they elect this Endorsement. The insurance coverage for this Endorsement will be determined from the accepted acreage report submitted under the Basic Provisions and Crop Provisions.





- (a) In addition to section 11 of the Crop Provisions fire blight is an insured cause of loss under this Endorsement.
- (b) In addition to the exclusions contained in section 12(b) of the Basic Provisions, *fire blight will not be an insured cause of loss if recommended fire blight prevention and control practices are not followed.*

# Duties in the Event of Damage or Loss



In addition to requirements of the Basic and Crop Provisions, <u>you must notify us immediately upon your</u> <u>discovery that fire blight has infected any portion of the</u> <u>insured unit</u>.

- (a) The AIP will inspect the unit to determine the extent of fire blight infection and what control measures are being implemented. The AIP will identify all infected trees that are considered destroyed and authorize the removal of such trees.
- (b) The insured must not remove any trees without AIP consent.
- (c) The insured must remove all destroyed trees which the AIP determines are destroyed and which are authorized for removal. Any such trees that are not removed will not be considered destroyed or used to determine the percent of damage.

## Module 3



### Occurrence Loss Option

- Definitions
- Unit Division
- Guarantee, Coverage Levels
- Cancellation and Termination
- Report of Acreage
- Insured Crop
- Insurance Period
- Causes of Loss
- Duties in the Event of Damage of Loss
- Settlement of Claim

Occurrence Loss Option (OLO)



#### **Section 15 of the Crop Provisions**

- Available with buy-up coverage for additional premium;
- Eliminates Unit Deductible from indemnity calculation if a minimum damage threshold is met;
- May not be elected with CAT;
- <u>May</u> be elected with the Fire Blight Endorsement; and
- May be elected with the CTVE.



Once trees have been damaged/destroyed to the point that 5% (10% if FBE is elected) of the unit's value has been lost, the option pays an indemnity for each tree damaged due to insurable causes

Indemnity = Amount of Insured Damage x Coverage Level







#### **OLO Indemnity Calculation**

Step 1: Calculate Unit Value and Underreport Factor
Step 2: Multiply the Unit Value by 5% (10% with FBE)
Step 3: Calculate the Damage Value
Step 4: Calculate the Amount of Insured Damage (Damage Value times Coverage Level)

If Amount of Insured Damage >= 5% (10% FBE) of Unit Value: Indemnity = Amount of Insured Damage x Underreport Factor x Share

If Amount of Insured Damage < 5% (10% FBE) of Unit Value: No indemnity is due (10% for FBE)

## Examples, Assumptions



Standard Density 3,000 apple trees

- o Elects 75% coverage level
- o Elects 100% price election
- o Has 100% share
- o Actuarial documents provide:
  - 0.5% premium rate
  - Tree Reference Prices:
    - \$25 (Stage I)
    - \$29 (Stage II)
    - \$51 (Stage III)

600 Stage I 200 Stage II 2,200 Stage III

## Example – Base Policy Amount of Protection and Premium



o Amount of Protection

\$99,750 =

 $[(600 \times \$25) + (200 \times \$29) + (2,200 \times \$51)] \times 75\%$ 

- o 0.5% premium rate for base policy
- Premium Calculation

#### **\$499** =

\$99,750 x 100% share x 0.5% premium rate

# Example – OLO Amount of Protection and Premium



Amount of Protection (same as base policy)

Apple Trees = \$99,750

<u>1.25%</u> premium rate for base policy with OLO

- Premium for Base Policy with OLO
  - \$1,247 = \$99,750 x 100% share x <u>1.25%</u> premium rate



• Base Policy Example

Freeze damage to Apple Trees

- 100% damage (destroyed) to a SDT of 1,000 stage III trees
- No prior losses during crop year



#### • Base Policy Example – Indemnity Calculation

Unit Value = \$99,750 = Amount of Protection

Underreport Factor = 1.000

Unit Deductible = \$33,250

 $= [(600 \times $25) + (200 \times $29) + (2,200 \times $51)] \times 25\%$ 

Damage Value = \$51,000

= (1,000 Stage III trees x \$51 x 100% damage)

Damage Value – Unit Deductible = \$17,750

= \$51,000 - \$33,250

Indemnity = **\$17,750** = \$17,750 x 1.000 URF x 100% share



• OLO Claim Example

Freeze damage to Apple Trees

- 100% damage (destroyed) to a SDT of 200 stage III trees
- No prior losses during crop year



#### o OLO Claim Example Calculation

Unit Value = \$99,750 = Amount of Protection

Underreport Factor = 1.000

5% of Unit Value = \$4,988 = \$99,750 x 0.05

Damage Value =  $10,200 = (200 \times 100 \text{ percent of damage x})$ 

Amount of Insured Damage = \$7,650 = \$10,200 x 75%

Amount of Insured Damage > 5% of Unit Value (\$7,650 > \$4,988)

Indemnity = **\$7,650** = \$7,650 x 1.000 URF x 100% share

## Module 4



## Comprehensive Tree Value Endorsement

- Purpose
- Overview
- Definitions
- Examples
  - Amount of Protection
  - Premium
- Indemnity Calculations
  - No OLO
  - CTVE w/ OLO

## Comprehensive Tree Value Endorsement (CTVE)



### **Optional Coverage**

- Provides coverage for the tree's value as a business asset; based on present value of the **future** expected crop production
- Not available for stage I blocks
- Only those trees in <u>stage II blocks considered fully</u> <u>damaged (100 percent damage – reset only)</u> and <u>stage II</u> <u>- III blocks considered destroyed</u> are eligible for an indemnity under this endorsement.
- Indemnity paid in two steps
  - 50% paid 30 days after claim approved
  - 50% paid after replacement trees planted



CTVE coverage is available:

- Section 1. In return for payment of additional premium.
- Section 2. If elected on or before April 15. (Coverage is continuous unless cancelled on or before April 15).
- Section 3. With Buy-up Coverage only (No CAT).
- Section 4. For all <u>eligible</u> insurable trees within the county. Not available for Stage I trees.

## **Comprehensive Tree Value**







<u>Average revenue value</u> – The value per tree for each applicable stage as determined in section 7(b) and (c) of the endorsement.

<u>CTV amount of insured damage</u> – The dollar amount determined by multiplying the CTV damage value times the coverage level.



<u>CTV amount of protection</u> – The dollar amount (by unit) calculated by multiplying the number of insurable trees reported by you in each stage II – stage III block times the applicable maximum CTV reference price for the stage, adding these values, and then multiplying the result times the coverage level selected by you subject to any limit contained in the Special Provisions.



<u>CTV damage value</u> – The dollar amount determined by multiplying the actual number of destroyed trees and the actual number of fully damaged trees in each stage II – stage III block in all the stands of damaged trees (SDT) identified as a result of the most recent cause of loss times the applicable CTV reference price for the stage, and then adding these values.

The applicable CTV reference price will be the maximum CTV reference price for trees destroyed and the minimum CTV reference price for trees fully (100-percent) damaged.



<u>CTV underreport factor (URF)</u> – A factor determined by us for the unit and used to adjust your CTV indemnity in Section 11(b)(2) when you have underreported the number of insurable trees. The factor is the result of dividing the CTV amount of protection by the CTV unit value, rounded to three decimal places, not to exceed 1.000.



<u>CTV unit deductible</u> – The dollar amount determined by multiplying the actual number of insurable trees in each stage II – stage III block in the unit on the day before the loss (but not reduced for any insured damage that occurred during the crop year) times the maximum CTV reference price for the stage, adding these values, and then multiplying the result by the deductible (1.0 minus the coverage level)



<u>CTV unit value</u> – The amount determined by multiplying the number of actual insurable trees in each stage II - stage III block in the unit, as determined by us, on the day before the loss (but not reduced for any insured damage that occurred during the crop year) times the maximum CTV reference price for the stage, adding these values, and then multiplying the result times the coverage level selected by you.



<u>Maximum CTV reference price</u> – The price per tree by type, density, practice, and stage contained in the actuarial documents for CTV that is used in calculating the CTV unit value, the CTV amount of protection, and the portion of the CTV <u>damage value for destroyed trees</u> for this endorsement.

Minimum CTV reference price – The price per tree by type, density, practice, and stage contained in the actuarial documents that is used in calculating the portion of the CTV damage value for fully (100-percent) damaged trees for this endorsement.

## CTVE, Cont.



Section 6. Coverage level and price election elected under Section 3 of the Apple Tree Crop Provisions applies to the CTVE.

Section 7. Allows insureds to provide actual sales records to determine the applicable CTV reference prices. (See Exhibit 9 of the AT CISH for more details and examples).





The value per tree, type, density practice and stage contained in the actuarial documents for CTV that is used in calculating the actual CTV (minimum/maximum) reference prices for producers using their actual records of production and sales.

#### Average Revenue Value Calculation Example

| CROP YEAR(s):<br>2021                      |                     | INSURED'S NAME & ADDRE    | ISS:   | AGENCY OR ST                           | ED1/ICD10                                      |                       |   |  |
|--|---------------------|---------------------------|--|--|--|-----------------------|---|--|
| 2021                                       |                     |                           | INSURED'S NAME & ADDRESS:  |  | AGENCY OR SERVICING OFFICE:                    |                       |   |  |
|  |                     | I. M. Insured             |  | Any Agency                             |  |                       |   |  |
|  |                     | PHONE: XXX-XXX-XXXXX      |  | PHONE: XXX-XXX-XXXX AGENT CODE : XXXXX |  |                       |   |  |
| CONTRACT NUMBER:                           |                     | OTHER PERSON:             |  | INSURANCE PROVIDER:                    |  |                       |   |  |
| XXXXXXX                                    |                     |                           |  | Any Company                            |  |                       |   |  |
|  |                     |                           |  | PHONE: XXX-                            | 000-200  | CX COMPA              |   |  |
| UNIT NUMBER: STAGE(S) AND<br>TYPE OF TREES |                     | FSA FN:                   | SECTION TOWNSHIP RANGE   |  | PRACTICE:                                      |                       |   |  |
| II and III – Group I                       |                     |                           | Stand  |  | Irrigated,<br>Standard Density<br>Conventional |                       |   |  |
|  | NUMBER<br>OF TREES: | COUNTY:<br>Any County     | STATE: PRE-ACCEPTANCE<br>Any State PERENNIAL CROP<br>INSPECTION REPORT D |  | ROP  |                       |   |  |
|  | ET ACRES<br>NO. OF  | POLINDS<br>BOXES/CARTONS/ | GRO  | OSS SALES                              |  | AGE GROSS<br>PER TREE | PRE-<br>HARVEST                         |  |
| 1  | TREES               | TONS PRODUCTION           |  | 4                                      |  | 5                     | APPRAISAL                               |  |
| 2019                                       | 2000                | 7,596                     |  | 97,060                                 |  | 48.53                 | , i i i i i i i i i i i i i i i i i i i |  |
| 2018                                       | 2000                | 9,131                     | 1  | 116,420                                | 1  | 58.21                 |   |  |
| 2017                                       | 2000                | 12,814                    |  | 163,379                                | 1  | 81.69                 |   |  |
| 2016                                       | 2000                | 6,488                     |  | 82,722                                 |  | 41.36                 |   |  |

Section 7.



- (a) Such records must:
  - (1) Be verifiable;
  - (2) Be provided for all trees insured under your policy for the four most recent crop years (commingled records for insured and uninsured trees will be used if such records cannot be separated);
  - (3) Be submitted by the applicable sales closing date; and
  - (4) Show the dates of sale, the buyers' name and address, pounds and dollar amount sold.

## Comprehensive Tree Value Endorsement (CTVE)



The maximum and minimum CTV (actual) reference prices must be reported by stage block for each unit.

Section 8. Trees in Stage-I blocks are not insurable.

Section 9. Only *Stage II apple trees considered fully damaged* (100 percent) and requiring reset; and *Stage II and III apple trees considered destroyed* are eligible for an indemnity under this endorsement.



For all trees considered **destroyed**, to receive the full indemnity under this endorsement:

- An equivalent number of trees must be planted within four (4) calendar years of the date of the removal or destruction.
- The trees planted do not have to be the same crop as the destroyed trees but must be grown to produce fruit or nuts intended to be sold for human consumption.
- The trees must be planted in accordance with good farming practices and in an area within the state considered to be suitable for the production of the specific fruit or nut crop.



- DESTROYED TREES: Policyholder will receive 50% of the indemnity within 30 days after claim approval and the remaining 50% upon verification by insurance provider that the requirements of this section have been met.
- <u>FULLY DAMAGED TREES</u>: 100% of indemnity is paid within 30 days after claim approval.
- CTVE claim will only be payable if an indemnity is paid on the same unit under the Apple Tree (base) policy.
- If no indemnity is due under the Apple Tree (base) policy, then no indemnity will be due under this endorsement.

## **CTVE** Example



### • Producer Insures:

- 2,800 Eligible Apple Trees (800 Stage II; 2,000 Stage III)
- Standard Density
- Conventional
- Varietal Group B

## o <u>Assumptions:</u>

- 75% coverage level (25% deductible)
- 100% share
- 0.5% CTVE premium rate
- Underreport Factor = 1.000

# Example, CTVE Amount of Protection and Premium



#### **CTV** Amount of Protection

| Stage III | Stage III Max | Stage II | Stage II Max  | Coverage |
|-----------|---------------|----------|---------------|----------|
| Trees     | CTV Ref Price | Trees    | CTV Ref Price | Level    |

 $282,900 = [(2,000 \times 161) + (800 \times 69)] \times 75\%$ 

**Total Premium** 

| Amount of<br>Protection | Share | Premium<br>Rate |  |
|-------------------------|-------|-----------------|--|
| Protection              | Snare |                 |  |

### $1,415 = 282,900 \times 100\% \times 0.5\%$

## Example, CTVE Indemnity Calculation



- Freeze damage to Apple Trees
  - 500 stage II and 500 stage III were destroyed
  - Use Maximum CTV Reference Price to calculate CTV Damage Value for destroyed trees;

Replant required.





#### **CTV Unit Deductible**

#### **CTV Damage Value for destroyed trees**

## Example, CTVE Indemnity Calculation



Calculations (continued):

### **Total CTV Damage Value - CTV Unit Deductible**

 $\begin{array}{rcl} & \text{Total CTV} & \text{CTV Unit} \\ \text{Damage Value} & \text{Deductible} \end{array} \\ \$20,700 = \$115,000 - \$94,300 \end{array}$ 

### **Total Indemnity**

Total CTV Underreport Share Damage Value Factor  $$20,700 = $20,700 \times 1.000 \times 100\%$ 





Calculations (continued):

The percent of the indemnity that is attributed to the destroyed trees is 100 percent

**Indemnity due at time of claim** = 50% indemnity for destroyed trees = **\$10,350** = (\$20,700 x **50%**)

**Indemnity due upon verification** that you have met the requirements specified in section 9 of this endorsement =  $\$10,350 = (\$20,700 \times 50\%)$ 

## Example, Indemnity Calculation CTVE with OLO



Freeze damage to Apple Trees 700 stage II and 700 stage III were destroyed

#### **CTV Damage Value for destroyed trees**

Stage III Stage III Max Stage II Stage II Max Destroyed Trees CTV Ref Price Destroyed Trees CTV Ref Price

### $161,000 = (700 \times 161) + (700 \times 69)$

#### **CTV Amount of Insured Damage (destroyed trees)**

CTV Damage Value for Coverage Underreport Destroyed Trees Level Factor Share

\$120,750 = \$161,000 x 75% x 1.000 x 100%

## Example, Indemnity Calculation CTVE with OLO



Indemnity due at time of claim for destroyed trees = \$60,375 = (\$120,750 x 50%)

Indemnity due upon verification that you have met the requirements specified in section 9 of this endorsement =

**\$60,375** = (\$120,750 x **50%**)













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